This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.

+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.

+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.

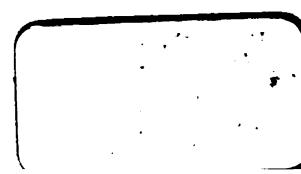
+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`

A 19 142
Jur

X
CW U.K
X 540
B 293 63



MODERN PRECEDENTS

IN

CONVEYANCING;

WITH

VARIATIONS

ADAPTING THEM TO DIFFERENT CIRCUMSTANCES OF TITLE:

AND

COPIOUS EXPLANATORY AND PRACTICAL

NOTES,

ON THE NATURE AND USE OF THE PROVISIONS CONTAINED IN THEM.

Third Edition,

WITH GREAT ADDITIONS,

INCLUDING

DIRECTIONS FOR THE SOLICITOR IN ALL MATTERS CONNECTED WITH EACH ASSURANCE.

BY CHARLES BARTON,

OF THE INNER TEMPLE, ESQ. BARRISTER AT LAW, AUTHOR OF THE ELEMENTS OF CONVEYANCING.

Validiora sunt exempla quam verba, et plenius opere docetur quàm voce.

VOL. III.

PURCHASES CONTINUED.

LONDON:

PRINTED FOR CHARLES HUNTER, LAW BOOKSELLER,

BELL-YARD, LINCOLN'S-INN.

1821.

LONDON:
PRINTED BY THOMAS DAVISON, WHITEFRIARS.

CONTENTS

OF

VOLUME III.

CLASS I. CONTINUED.

INCORPOREAL HEREDITAMENTS.

No. LX.

Conveyance of an Advowson *or perpetual Right of Presentation to a Purchaser, by* Bargain *and* Sale . . . . . Page 1

Variations *where the Conveyance is made by* Lease *and* Release, &c. &c.

PURCHASES — INCORPOREAL PROPERTY. — *Advowson.*

No. LXI.

Conveyance of the next or other Turn, *or Right of* Presentation *to an Advowson* . . . 17

Variations *where it is for Two or more Turns, if happening during a Life or Term of Years.*

Next Presentation.

PURCHASES. INCORPOREAL PROPERTY.

Page

Where for alternate Turns.
Also where the Advowson is Presentative, Collative, *or* Donative.

Rider (A) Variation *where the Conveyance is to a Trustee, or particular Nominee* 28

No. LXII.

Tithes. *Conveyance of* Tithes *to a Purchaser, by Grant, or Bargain and Sale* . . . 32

No. LXIII.

Right of Common. *Conveyance of a* Right of Common *of* Pasture *to a Purchaser* 42

Variations *where it is of* Estovers, Turbary, *or* Piscary.

No. LXIV.

Right of Way. *A Grant or Conveyance of a Right of Way or Passage, to a Purchaser in* Fee . . 50

Variations *where it is for* Life, *or a* Term *of* Years *only.*
Also where the Way is now created, *and where previously in* Esse.

No. LXV.

Rent Charge, or Fee Farm Rent. *Conveyance of a* Rent Charge *in Fee, or* Fee Farm Rent, *to a Purchaser* . . 60

Page

PURCHASES.

INCORPOREAL PROPERTY.

No. LXVI.

Conveyance to a Purchaser of a Freehold Rent Charge *or* Life Annuity, *granted to the Vendor and his heirs* . . 71 *Rent Charge, or Life Annuity.*

Rider (A) *Assignment of Life Policy of Assurance* . . . 84

ESTATES FOR LIVES, AND FOR YEARS.

No. LXVII.

LEASEHOLDS.

Conveyance by a Vendor to a Purchaser of a Lease *for one or more* Life *or* Lives . . 87 *Vendor of Lease for Lives.*

Variations *where the* Vendor *is seised in right of his* Wife.

No. LXVIII.

Conveyance by a Vendor *and* Mortgagee *of a Lease for* Lives *to a Purchaser* . . 102 *Vendor and Mortgagee, of Lease for Lives.*

Variations *where the Conveyance is from the* Representatives *of a* Mortgagee *deceased.*

No. LXIX.

Assignment of a Lease *for* Years *determinable upon* Lives . . . 116 *Vendor of Lease for Years determinable upon Lives.*

Variations *where the Lease is renewable.*

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser of Lease for Years.

Page

No. LXX.

An Assignment of Leasehold Messuages, &c. *by a* Lessee *to a Purchaser, the Sale by* private Contract . . . 128

Variations *where the Sale was by* Public Auction, &c.

Where the Vendor is an Assignee *or* Under-lessee *of the Premises.*

Where Fixtures, *a* Policy of Assurance, &c. *are assigned.*

Where the Assignment is by virtue of a Licence *to assign.*

Where the Lease *is* retained *by the Vendor.*

Riders, (A) *Bargain and Sale of Fixtures, Furniture, &c.* . . 155

Memorandum of delivery of possession of Fixtures, &c. to be indorsed 157

(B) *Assignment of Policy of Assurance* 158

(C) *Covenant for production of the Lease* 160

(D) Variation *where the Premises sold are, together with others, subject to a Ground Rent reserved out of other Premises also, and of which the Purchaser is to pay a proportionate Part* . . 162

(E) Variation *where the Purchaser is so of the Largest of several Lots* 165

(F) Variation *where part of the Purchase Money is retained till a*

	Page	PURCHASES. LEASEHOLDS.
Minor come of Age, or other disability be removed . .	169	

No. LXXI.

A Shorter Form *of an Assignment of Leasehold Premises to a Purchaser* . . .	173	*Vendor to Purchaser, (Short Form).*

No. LXXII.

An Assignment of Leasehold Premises to a Purchaser, by Indorsement *on the Lease* .	182	*Vendor to Purchaser by Indorsement.*

No. LXXIII.

Assignment of a Lease granted by a College *or other* Corporate Body . .	188	*College Lease.*

No. LXXIV.

An Assignment of an undivided Moiety *or other Portion of* Leasehold *Premises to a Purchaser*	197	*Undivided Moiety, &c.*

No. LXXV.

An Assignment of an Equity of Redemption *in Leasehold Premises by the* Lessee (*or Assignee*) *to a Purchaser* . . .	208	*Equity of Redemption.*

Variations *where the Mortgagee is himself the Purchaser, &c.*

PURCHASES.

LEASEHOLDS.

Page

No. LXXVI.

Lessee and Mortgagee. — *Assignment of Leasehold Premises by the* Lessee *(or an Assignee) and a* Mortgagee, *to a Purchaser* 221

No. LXXVII.

Lessee and Annuitant. — *Assignment of Leasehold Premises by* Lessee and Annuitant *to a Purchaser* . . 235

No. LXXVIII.

Lessee, Mortgagee, and Annuitant. — *Assignment of Leasehold Premises by* Lessee, Mortgagee, *and* Annuitant *to a Purchaser* 248

No. LXXIX.

Joint-tenants, &c. to Purchaser. — *Assignment of Leasehold Premises by two* Joint-tenants *or* Tenants in Common *to a Purchaser* 262

No. LXXX.

Trustees for Sale to Purchaser. — *An Assignment of* Leasehold *Premises by* Trustees *for Sale* (*and* Lessee *or other owner of the Term*) *to a Purchaser* . . . 274

Variations *where the Vendors are* Devisees *in Trust to sell.*

Page

PURCHASES.
LEASEHOLDS.

No. LXXXI.

An Assignment of Leasehold Premises by Trustees *for Sale, and a* Mortgagee *to a Purchaser* . . . . . 290 — *Trustees and Mortgagee.*

No. LXXXII.

An Assignment of Leasehold Premises by Assignees *of a Bankrupt to a Purchaser* . 301 — *Assignees of Bankrupt.*

No. LXXXIII.

An Assignment of Leasehold Premises by Assignees *of a Bankrupt and* Mortgagee *to a Purchaser* . . . . . 317 — *Assignees of Bankrupt and Mortgagee.*

No. LXXXIV.

An Assignment of Leasehold Premises *by the* Lessee *(or an Assignee) to* two or more Purchasers *as Joint-tenants* or *Tenants in Common* . . . . . 329 — *Vendor to two or more Purchasers.*

Variations *where they are* Copartners in Trade. *Where they are* Trustees, &c.

Rider (A) Variation *where the Assignment is to Trustees for a Mercantile Company* . . . 340

No. LXXXV.

An Assignment of Leasehold *Premises by* Trustees *for Sale to* Trustees empowered *to purchase* . . . . . 344 — *Trustees to Trustees.*

PURCHASES.

LEASEHOLDS.

Page

No. LXXXVI.

Trustees of Term for raising Portions. — *An Assignment by* Trustees *of a* Term *created by Deed for the purpose of* raising Portions *for younger Children* . . . 356

No. LXXXVII.

Mortgagee under Power of Sale. — *Assignment of Leasehold Premises by* a Mortgagee *under a Power of Sale* . . 363

No. LXXXVIII.

Executors, &c. to Purchaser. — *An Assignment of Leasehold Premises by* Executors *or* Administrators *of a Lessee, or an Assignee, to a Purchaser* . . 369

Variations *where a specific or residuary* Legatee *of the Premises is a Party.*

Rider (A) *Declaration of Trust by Executors of Bond given to them by Purchaser for Payment of Purchase Money, retained by him during the Minority of Children entitled to Legacies charged upon the Estate* . . . 379

No. LXXXIX.

School. — *An Assignment of a Messuage and School to a Purchaser* 382

No. XC.

Good-will. — *Assignment of a Trade or the Good-will of a Business to a Purchaser* . . . 390

Page

PURCHASES.

No. XCI.

An Assignment of Leasehold Premises *by the Sheriff, to a Purchaser, under an Execution* 396 — *Under an Execution.*

Variations *where the Execution was by Elegit.*
Where the Assignment is made to the Plaintiff.

No. XCII.

An Assignment of a Pew, *or* Seat in a Church, *to a Purchaser* . . . . 401 — *Pew.*

No. XCIII.

An Assignment of a Rent reserved on a Demise of Leasehold Premises . . . . 406 — *Leasehold Rent.*

No. XCIV.

An Assignment of Land Tax Rent for a Term of Years to a Purchaser . . . . 415 — *Land Tax Rent.*

No. XCV.

Assignment of an Annuity *or Rent Charge for Life secured upon a* Freehold *Estate to the Vendor, his* Executors, *&c.* . . . . 421 — *Annuity secured on Land, &c.*

Variations *where it is secured upon* Leasehold *Premises.*
Where by Money in the Funds.

No. XCVI.

An Assignment of a Personal Annuity *left by* Will, *or secured by Deed* . . . . 433 — *Personal Annuity.*

PURCHASES.

Page

No. XCVII.

Franchise. *Assignment of a Fair, Market, or other* Franchise *in esse, with* Tolls, *&c. to a Purchaser* 442

Variations *where the Assignment is of a Stall or Standing in a Fair or Market.*

No. XCVIII.

Office. *Assignment of the Fees and Emoluments of an* Office *to a Purchaser* 453

No. XCIX.

Patent. *An Assignment of a* Patent *to a Purchaser.* 457

No. C.

Copyright. *An Assignment of the* Copyright *of a Book, Engraving, or the like* 464

Variations *where the Assignment is of one impression only, &c.*

No. CI.

Life Interest in Bank Annuities. *An Assignment of a* present Life-interest *in Bank Annuities to a Purchaser* . . 471

Variations *where the Vendor is entitled to a* Moiety *or other part only.*

Page

PURCHASES.

No. CII.

An Assignment of a Reversionary *Interest in Bank Annuities to a Purchaser* . . 481 — *Reversionary Interest in Bank Annuities.*

Variations *where the Interest assigned is a* Moiety *or other undivided Part only.*

No. CIII.

Assignment of a Legacy, &c. *to a Purchaser* 488 — *Legacy, &c.*

Variations *where it is* Residuary *Property.*

No. CIV.

An Assignment to a Purchaser of a Share *in a* Company . . . . 495 — *Share in a Company.*

No. CV.

An Assignment of a Portion *provided for a younger Child by Marriage Settlement* . 502 — *Portion.*

No. CVI.

An Assignment of Money *to arise from Premises devised to be sold* . . . 508 — *Purchase Money.*

No. CVII.

An Assignment to a Purchaser of a Debt due on a Mortgage in Fee . . . 512 — *Money due on Mortgage.*

Variations *where the Mortgage was by* Demise.
Where by Assignment *of Leasehold Premises.*
Where made by the Mortgagee's Representatives.

PURCHASES. Page

No. CVIII.

Assignment of Agreement for a Purchase. *Assignment to a Purchaser of an* Agreement *for a Purchase* 527

No. CIX.

Assignment of Agreement for Lease. *An Assignment to a Purchaser of an* Agreement *for a* Lease 534

No. CX.

Purchase Money secured on the Premises. *An Assignment of Leasehold Premises to a Purchaser, where part of the Purchase Money is* to remain *upon the* Security *of the Premises* 540

Rider (A) *Covenant for production of Lease* 555

(B) *Covenant by the Purchaser to repair and insure* . . 556

No. CXI.

Purchase Money advanced by a Third Person. *An Assignment of Premises by a* Lessee *to a Purchaser and a* Mortgagee, *advancing part of the Purchase Money* . . 560

MODERN PRECEDENTS

IN

CONVEYANCING.

CLASS I.—CONTINUED.

PURCHASES.

No. LX.

Conveyance of an Advowson *or perpetual Right of Presentation, to a Purchaser, by* Bargain *and* Sale (1).

Variations *where the Conveyance is made by* Lease *and* Release, &c. &c. *as below.*

THIS INDENTURE of parts, made the day of in the year of the reign, &c. and in the year of our Lord

(1) A bargain and sale (being put upon record by inrolment) is a proper mode of conveying an advowson or other species of incorporeal hereditament, of which there is no visible occupation or other evidence of title besides the deed itself; it may, however, be conveyed by grant, or lease and release, or by fine, (but not by common recovery, unless appendant to or accompanied with land), and it may be limited to uses; see 1 Elem. How granted.

PURCHASES.

Advowson.

Parties.

Recital.

BETWEEN (1) (*the vendor*) of, &c. of the one part, and the (*purchaser*) of, &c. of the other part. WHEREAS the said (*vendor*) is seised of an estate of inheritance in fee-simple, in the rectory or advowson of in the county of , &c. AND WHEREAS the said (*purchaser*) hath contracted with (2) the said (*vendor*) for the absolute purchase thereof (3), free from incumbrances, (other than as herein-

---

Conv. 2d edit. c. 2. Taylor v. Veale, Cro. Eliz. 166. 2 Sand. Us. and Tr. 36.—In Guy v. Hesketh, Amb. 268, it is said by Lord Hardwicke, that an advowson cannot be granted during a vacancy of the church, for though such grant is not within the statute of simony, it is void by the common law; but this, it should seem, can mean only with respect to the next presentation, and see cases cited 1 Elem. Conv. 2d edit. 76, 77, and Barret v. Glubb, 2 H. Blac. 1052; and therefore a grant of an advowson during a vacancy with an exception of the next presentation would be good, and vid. Hill v. Bp. Exeter, 2 Taunt. 69, Owen, 131.

Wife.

(1) If the wife of the grantor have a title to dower in respect of the advowson, for an advowson is subject to dower, (see Co. Lit. 339, a. Cro. Eliz. 359. Cro. Jac. 621), make her a party, and vary the draft agreeably to Vol. II. No. XXXI.

Dower.

If the conveyance be intended to be made to a trustee of the purchaser for preventing a title to dower, see *ibid.*

(2) As a bargain and sale does not operate by transmutation of possession, it is necessary that some pecuniary or other valuable consideration should move from the bargainee to the bargainor, for the purpose of raising an use to be executed into an estate by the statute of uses, 2 Roll. Ab. 782; and although this may be averred to have been given, if omitted in the deed, 2 Roll. Ab. 790, pl. 3; yet it would by no means be proper to rely upon such uncertain evidence.

Moiety, &c.

(3) If the conveyance be of a moiety or other portion only of the advowson, see Vol. I. No. XXVI.

after is mentioned) at the sum of £ and the same is now intended to be conveyed and assured to him and his heirs, in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH that in pursuance and execution of the said contract, and in consideration of the sum of £ (1) of lawful and current money of that

PURCHASES.

Advowson.

WITNESS, the vendor in consideration of the purchase money.

---

(1) If the advowson was sold by public auction, make the recital of the contract, and of the payment of the purchase money, conformably to Vol. II. No. XXXI. p. 4, n. (1).

Auction.

If part of the consideration money be retained by the purchaser on account of a supposed defect of title, see *ante*, Vol. I. p. 165, n. (7). And after the covenant for payment of the money so retained with interest, add

Consideration money retained.

" AND FURTHER that if the said rectory or church shall happen to become vacant at any time or times before the advowson thereof, or full right of presentation thereto, shall be conveyed to and vested in the said (*purchaser*) and his heirs as aforesaid, and the said (*vendor*) his heirs or assigns, shall and do from time to time present such person to the said rectory or church as shall be recommended and nominated by the said (*purchaser*) his heirs or assigns for that purpose, and do and perfect all necessary and proper acts and things by him and them to be done and perfected for procuring such person to be admitted, instituted, and inducted thereto, and if the person or persons so to be nominated by the said (*purchaser*) his heirs or assigns, and presented to the said rectory or church by the said (*vendor*) or his heirs as aforesaid, shall be thereupon duly admitted, instituted, and inducted accordingly, then and in such case the said (*purchaser*) his heirs, executors, or administrators, shall and will well and truly pay or cause to be paid unto the said (*vendor*) his executors, administrators, or assigns, for or in respect of such presentation or presentations as

Part of purchase money retained for defect of title.

To be paid on presentation.

PURCHASES.

Advowson.

part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the inheritance in fee-simple of the advowson, right of patronage, and hereditaments, hereinafter described, the said (*vendor*) DOTH hereby acknowledge, [and of and from the same doth fully and absolutely acquit, release, discharge, and exonerate, the said (*purchaser*) his heirs, executors, administrators, and assigns, and the said advowson and hereditaments, as well by these presents, as by the receipt or acknowledgment for the

---

aforesaid, the sum of £ part of the sum of £ within one calendar month next after the person so presented shall have been inducted to the said rectory or church, with interest for the same after the rate aforesaid, from the time such presentation shall have been made. Provided always nevertheless, and it is hereby further declared and agreed, by and between the said parties hereto, that if the person or persons so to be presented by the said (*vendor*) his heirs or assigns as aforesaid, shall afterwards be legally removed from the said rectory or church by reason of any defect of title in the said (*vendor*) or his heirs, to make such presentation, and any other person shall be thereupon presented and instituted to the said rectory or church, then and in such case the said (*vendor*) his heirs, executors, or administrators, shall and will repay unto the said (*purchaser*) his executors, administrators, and assigns, the said sum of £ with interest for the same after the rate aforesaid, from the time of such presentation as last aforesaid."

But returned on ouster.

PURCHASES.

Advowson.

same sum hereupon indorsed](1) He the said (*vendor*) HATH granted, bargained, and sold, and by these presents DOTH grant, bargain, sell, (2) and confirm, unto the said (*purchaser*) and his heirs, ALL that the advowson, right of nomination, presentation, collation, donation, patronage, and free disposition of, in, and to all that rectory, vicarage, parsonage, or parish church of in the county of , &c. [and also all those glebe and other lands, &c. &c.](3): TOGETHER with all [houses (4), out-houses, barns, stables, buildings, yards, tithes, and portions of

Grants and releases the advowson.

General appurtenances.

---

(1) If the conveyance be by lease and is intended to be accompanied by a bargain and sale to be enrolled (for the form of which, see Vol. I. No. XXVI. p. 204, notes) refer to such indenture as in *ib.* p. 171, n. (9).

Lease and release.

(2) If the conveyance be intended to be made by lease and release only, add the words "aliened and released."

The words "bargain and sell" are the most appropriate words in this species of assurance, these being the words made use of in the statute 27 Hen. VIII. c. 16, but they are not essential to its validity, as any other words which upon a valuable consideration would have raised an use at the common law, will amount to a bargain and sale within the statute; see 2 Inst. 671. An advowson, tithes, or other incorporeal hereditaments may be the subject of a bargain and sale, they being mentioned in the statute of uses, Taylor *v.* Vale, Cro. Eliz. 166; but the thing must be *in esse* at the time, Beaudely *v.* Brook, Cro. Jac. 189.

Bargain and sale.

(3) If the conveyance be by lease and release, add,

Lease and release.

"And also all other the messuages, &c. (if any) which are comprised in a certain indenture of bargain and sale for a year hereinafter particularly referred to."

(4) If the advowson be in gross and without any of these appurtenances, they may of course be omitted.

Gross.

PURCHASES.

Advowson.

tithes, tenths, oblations, obventions, fruits, dues, perquisites, profits, and emoluments, of what nature or kind soever, to the said advowson, rectory, or parsonage and hereditaments respectively belonging, or in any wise appertaining, or yearly or otherwise increasing, growing, or arising within the township or parish of aforesaid, and all ways, paths, passages, gardens, orchards, ponds, waters, land covered with water, water-courses, timber and other trees, woods, underwoods, rights and privileges of common, and of feeding and foldage of every kind, and all] and of all manner of [other] rights, privileges, advantages, appendages, and appurtenances, whatsoever, to the said advowson, right of patronage, [glebe lands] hereditaments, and premises, or any of them, or any part thereof, respectively belonging, or in any wise appertaining, or reputed or deemed so to be, or with the same or any of them now or heretofore holden, used, occupied, or enjoyed (1). [And the remainder

---

Lease and release.

(1) If the conveyance be by lease and release, add the usual reference to the bargain and sale for a year, as,

Reference to the bargain and sale for a year.

"All which said advowson, right of patronage, [lands], and hereditaments, are now in the actual possession of, or legally vested in the said (*purchaser*) by virtue of a bargain and sale to him thereof made by the said (*vendor*) for five shillings consideration, by indenture bearing date on the day next before, and executed previously to the sealing and delivery of these presents, for the term of one year, commencing from the day next preceding the date of the same

and remainders, reversion and reversions, of and in the said advowson, right of patronage, hereditaments and premises, and every of them respectively;] AND all the estate, right, title, interest, use, trust, property, possession, possibility, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) in, to, out of, upon, or respecting the same premises or any of them: [TOGETHER with all deeds, muniments, and writings whatsoever, which in any wise relate to the said advowson, right of patronage, [lands,] hereditaments, and premises, or any part thereof, either alone or together with other hereditaments or property of inferior value, and which now are or hereafter shall or may be in the possession or lawful power of the said (*vendor*) his heirs or assigns, or of any other person or persons from whom he or they can or may procure the same, without action or suit at law or in equity; and true and attested copies (duly stamped), when and as the said (*purchaser*), his heirs or assigns, shall require the same, of all other deeds, muniments, writings, and evidences, (not being of record), which now are or hereafter shall or may be so in his, their, or any of their possession, custody, or power as aforesaid, in any wise relating to the same advowson, right of patronage, hereditaments,

Grant of title deeds.

And copies.

---

indenture (1); and by force of the statute made for transferring uses into possession.

(1) See the form of the bargain and sale, Vol. I. No. XIII. p. 110, and see *ib.* p. 117.

Bargain and sale.

PURCHASES. *Advowson.*

and premises, or any of them, jointly with other hereditaments or property of equal or greater value; such copies, when first required, to be made and delivered at the expense of the said *(vendor)* his heirs, executors, or administrators; but all future copies to be made and taken at the expense of the said (*purchaser*) his heirs or assigns]. To HAVE AND TO HOLD the said advowson, right of patronage, and free disposition of, in, or to the said rectory, vicarage, parsonage, or parish church of and all and singular the glebe lands, tithes, and other the hereditaments and premises hereinbefore (1) described, and hereby bargained and sold, or otherwise assured, or intended so to be, with their and every of their rights, members, privileges, appendages, and appurtenances, unto "the said (*purchaser*) and his heirs, to the use and behoof of him the said *(purchaser)*, his heirs and assigns for ever" (2), so and in such manner as that he the said

To HOLD to the purchaser in fee-simple.

Lease and release.

(1) If the conveyance be made by lease and release, say,

"Hereinbefore and in the said indenture of bargain and sale described, and hereby granted and released or otherwise assured, &c." *as above.*

Dower.

(2) If the conveyance be by lease and release and be intended to be made to a trustee for preventing dower, insert the limitation given in precedent No. XXXI. Vol. II. instead of the words within inverted commas.

The limitation to the trustee, on the determination of the purchaser's life estate, should, however, in the case of an advowson or other incorporeal hereditament, be to his "heirs" and not to his "executors and administrators," as in the form referred to above, Vol. II. No. XXXI. as there cannot be a special

(*purchaser*), his heirs and assigns, shall or lawfully and rightfully may, at the now next, and all and every other future avoidance and avoidances of the said church, by death, resignation, or otherwise, present to the same. AND (1) the said (*vendor*)

PURCHASES.

Advowson.

Covenant by vendor that he is seised in fee.

---

occupancy of incorporeal property; vid. 4 Elem. Conv. 2d edit. p. 152. 272. 2 Bridgm. 373. Ripley *v.* Watterworth, 7 Ves. jun. 440, 448. Co. Lit. 41, n. 24; but if heirs or executors are named in the grant they will be *quasi* special occupants, see Campbell *v.* Sandys, 1 Sch. and Lefr. 289, and 2 Bridgm. 373; but where the conveyance is by bargain and sale to be enrolled such limitation is inadmissible, as the use in a *bargain and sale* cannot be limited to any other than the bargainee, for it being vested in him by virtue of the consideration paid by him to the bargainor, any further limitation will be void as an use, on the principle that one use cannot be limited out of another—see Tyrrel's case, 2 Dyer, 155, a. 1 Ch. Ca. 114. Poph. 81. Another and perhaps a more sensible reason is, that as the use is raised by the consideration, it must necessarily be confined to him by whom such consideration was paid. Hence this species of assurance cannot be made use of where the limitation is intended to be made to a trustee of the purchaser's in the modern form, for the purpose of preventing a title to dower. Vide 2 Sand. Us. and Tr. 60. 4 Cru. Dig. 194. 322. 4 Elem. Conv. 656, nor where powers of leasing or other powers to be executed by the statute of uses are intended to be reserved, and vid. Sug. Pow. 111.

Uses of the deed.

If the vendor's wife be party, add here a covenant to levy a fine, (see Shep. Prac. Counc. c. 2, s. 9); for the form of which see Vol. II. No. XXXI. p. 11.

Wife.

If the wife of the vendor be a party, make these covenants accord with that circumstance, as in Vol. II. No. XXXI. p. 20.

Wife.

(1) If the bargain and sale be of lands, &c. in the *East* or *North Riding* of the county of *York*, or in the *West Riding* of the said county, or in the town and county of *Kingston* upon Hull, (but not elsewhere, as has by some been erroneously supposed) the consideration money whereof shall exceed £50, these covenants for the title may be omitted; it being enacted by

Force of the words "bargain and sell" as to lands in Yorkshire.

PURCHASER. Advowson.

for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said *(purchaser)* his heirs and assigns, in the manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever, at any time heretofore made, done, executed, occasioned, or knowingly suffered, or omitted by him the said *(vendor)* [or any of his ancestors] to the contrary, he the said *(vendor)* at the time of the sealing and delivery of these presents, is lawfully, rightly,

---

6 Ann. c. 35. sec. 30, that in all deeds of bargain and sale enrolled in pursuance of that act, whereby any estate of inheritance in fee-simple is limited to the bargainee and his heirs, the words grant, bargain, and sell, shall be construed to express covenants to the bargainee, his heirs and assigns, from the bargainor, for himself, his heirs, executors, and administrators, that the bargainor, notwithstanding any act done by him, was, at the time of the execution of such deed, seised of the hereditaments thereby granted, bargained, and sold of an indefeasible estate in fee-simple, free from all incumbrances, (rents and services due to the lord of the fee only excepted), and for quiet enjoyment thereof against the bargainor, his heirs and assigns, and all claiming under him; and also for further assurance to be thereof made by the bargainor, his heirs and assigns, and all claiming under him, unless the same shall be restrained by express words contained in such deed: and the bargainee, his heirs, executors, administrators, and assigns, may in any action assign breaches thereupon, as they might do in case such covenants were expressly inserted. This section is confined to lands in the *East Riding* of Yorkshire and Kingston upon Hull; but the 34th section of the same act extends the same provision to lands within the *West Riding* of that county, the mortgage or purchase money whereof shall exceed £50, and a similar clause is contained in the 8 Geo. II. c. 6, relative to the registry of deeds affecting lands in the *North Riding*.

and absolutely seised as of fee (1), or otherwise entitled in his own right, and to his own use, of, in, and to all and singular the advowson, right of patronage, [glebe lands,] hereditaments, and premises hereinbefore bargained and sold (2), or otherwise assured, or intended so to be, as of, in, or for a good, perfect, clear, absolute, and indefeasible estate of inheritance, in fee-simple, in possession, and in severalty, without there being any manner of trust, condition, power of revocation, or of limiting any new or other use or uses, or former or other now subsisting grant of any next, or future turn, or avoidance, or any other qualification, restriction, matter, or thing whatsoever, expressed or implied, which can or may revoke, determine, abridge, qualify, alter, charge, incumber, or prejudicially affect the same in any manner howsoever. AND also, that (for and notwithstanding any such act, deed, matter, or thing as aforesaid) he the said (*vendor*) now hath in himself full power, and lawful and absolute right and title to bargain, sell, and confirm, all and singular the said advowson, hereditaments and premises, and the possession, reversion, and inheritance thereof, "unto and to the use and behoof of the said (*purchaser*) his heirs and

PURCHASES, *Advowson.*

And hath right to convey, &c.

(1) The words "in his demesne," as of fee, the student will perceive are omitted, as an incorporeal hereditament, not lying in tenure, cannot be the subject of *demesne*. This covenant may, however, in general be altogether omitted. Demesne.

(2) If the conveyance is made by lease and release, say throughout the covenant, Lease and release.

"Granted and released, or otherwise," &c. *as above*.

PURCHASES. assigns in the manner aforesaid," and according to the true intent and meaning of these presents.

Advowson.

Quiet enjoyment. AND further, that (1) he the said (*purchaser*) his heirs and assigns, shall and lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, have, hold, possess, and enjoy, all and singular the same advowson, right of patronage, [glebe and other lands,] hereditaments and premises, with their and every of their respective rights, privileges, and appurtenances, and receive and retain the rents, issues, profits, and patronage thereof, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said (*vendor*) or his heirs, or any person or persons now or hereafter rightfully claiming, or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or concerning the same hereditaments and premises, or any part thereof, from, through, under, or in trust for him, them, or any of them.

Free from incumbrances. AND that free and clear, and clearly and absolutely discharged and exonerated, or otherwise by and at the expense of the said (*vendor*) his heirs, executors, or administrators, effectually defended, protected, and indemnified,

---

Dower. (1) If the conveyance be to a trustee for preventing dower, those parts of this and the preceding covenant which are included within inverted commas will be more correct if framed agreeably to the corresponding parts of the like covenants in No. XXXI. Vol. II. p. 20.

of, from, and against all former and other [gifts, grants, bargains and sales, releases, settlements, mortgages, demises, leases, contracts, devises, wills, conveyances, assurances, descents, uses, trusts, limitations, entails, conditions, estate, right and title of or to dower, remainders, reversions in the crown or elsewhere, judgments, decrees, recognizances, statutes, extents, executions, sequestrations, elegits, debts of record, debts due to the king or any of his predecessors, legacies, portions, annuities, rents of all kinds, forfeitures, rights of entry, and cause and causes thereof, fines, amerciaments, and all and singular other] estates, rights, titles, interests, charges, and incumbrances whatsoever, (save only so far as respects the estate and interest of the present incumbent thereof, as incumbent of the same), which at any time or times heretofore have been, or which at any time hereafter shall or may be made, created, executed, committed, occasioned, or knowingly suffered by the said (*vendor*) or his heirs, or any person or persons, now or hereafter rightfully claiming or possessing any estate, right, title, or interest, either at law or in equity, from, through, by, under, or in trust for him, them, or any of them, or his, their, or any or either of their acts, defaults, means, consent, or privity. AND moreover, that he the said (*vendor*) and his heirs, and all and every persons or person, now or at any time hereafter rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or respecting the advowson,

Covenant for further assurance.

PURCHASES. *Advowson.*

rectory, or parsonage, [lands,] hereditaments, and premises, hereby bargained and sold, or otherwise assured, or intended so to be, or any part thereof, from, through, under, or in trust for him, them, or any or either of them, [or any of the ancestors of the said (*vendor*)] (other than the present incumbent of the said rectory or church, so far as concerns his estate or interest as incumbent of the same), shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and expense of the said (*purchaser*) his heirs or assigns, make, do, acknowledge, levy, suffer, execute, and perfect, [or cause and procure to be made, done, acknowledged, levied, suffered, executed, and perfected, with all due and proper expedition], all and every such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever, [whether by fine or fines, with or without proclamations, common recovery or recoveries, deed or deeds enrolled or otherwise, release, confirmation, declaration, or limitation, of or to any use or uses, or other assurance or assurances, of record or not of record], for the further, better, more perfectly, fully, absolutely, or satisfactorily granting, releasing, conveying, confirming and assuring the said advowson, rectory or parsonage, [lands] hereditaments, and premises, and every or any part or parcel thereof, and the possession, reversion, and inheritance of the same, with their and every of their respective rights, privileges, members, appendages, and appurtenances, unto, and to and for the

use, behoof, and benefit of the said (*purchaser*), his heirs and assigns, in such manner and form, as he the said (*purchaser*), his heirs or assigns, or his or their counsel in the law (being of the degree of a barrister), shall advise and require, [and prepare and tender (if the nature thereof permit) for his or their signature and execution; so that such further assurance or assurances, or any of them, do not contain or imply any further or other warranty or covenant, than against or on the part of the person or persons who shall be required to make or execute the same, his, her, or their devisors, ancestors, heirs, executors, and administrators; and his, her, or their own respective acts, deeds, omissions, or defaults;] and so that the person or persons, who shall be required to make or execute any such assurance or assurances, be not obliged to go from his, her, or their then place or respective places of abode, for the making or executing the same, without a reasonable and sufficient sum being previously paid, tendered or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses, which (1) said acts, deeds, and assurances respectively, shall be and enure (unless therein otherwise declared or expressed) in con-

PURCHASES. *Advowson.*

(1) If the title deeds be not delivered to the purchaser, add a covenant for their production, as in Vol. II. p. 39; or prepare a separate deed for that purpose, agreeably to the form referred to, INDEX, *voc.* TITLE DEEDS. Title deeds.

PURCHASES.

Advowson.

firmation of these presents, and of the estate and interest hereby, or mentioned or intended to be hereby granted and released, or otherwise assured. IN WITNESS, &c.

Inrolment.

*** Every bargain and sale of any estate of inheritance, enuring to pass a freehold, must by 27 Hen. VIII. c. 16. be inrolled in one of the courts of record at Westminster, or with the *custos rotulorum* of the county where the lands lie, within six lunar months after the date. In case of omission, however, relief may be had in equity—Mestaer *v.* Gillespie, 11 Ves. jun. 625.

PURCHASES.

Next Presentation.

No. LXI.

Conveyance of the next or other Turn, *or Right of* Presentation *to an Advowson* (1).

Variations *where it is for two or more Turns, if happening during a Life or Term of Years.*
Where for alternate Turns.
Also where the Advowson is Presentative, Collative, *or* Donative.

THIS INDENTURE, made the day of , in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the patron*) of, &c. (2) of the

Parties.

---

(1) See as to the legality of granting the next presentation to an advowson, Vol. II. p. 1, n. (1). Fearn. P. Wks. 404. 3 Cru. Dig. 34. 1 Elem. Conv. 2nd edit. p. 76. 4 *ib.* 511. This cannot be granted during the avoidance of the church. Dig. 129, 282. Leon. 167. Cro. Eliz. 173. 4 Elem. Conv. 511.

How to be conveyed.

The next or other right of presentation to a church being but a chattel interest, 2 B. C. 386, is not within the statute of 27 Hen. 8, c. 16, nor of the statute of uses, Hitchins *v.* Stephens, T. Jones 232; if, therefore, it be made by bargain and sale, it will be good without enrolment, but its operation will be as a conveyance at the common law, and not by the statute of uses.

(2) If the grant be of several turns, and the wife of the grantor have a title to dower out of the advowson, make her a party, and vary the draft agreeably to Vol. II. No. XXXI. See also Vol. I. No. IX.

Wife.

PURCHASES. one part, and *(the purchaser)* of &c. of the other part. WHEREAS the said *(patron)* is seised of the advowson or sole right of patronage of the rectory and parish church of , in the county of (1). AND WHEREAS the said church is now full of A. B. the present rightful incumbent thereof. AND WHEREAS the said (*purchaser*) hath contracted with the said (*patron*) for the absolute purchase of the next turn or right of presentation to the said church, upon the decease, resignation, cession or deprivation of the said A. B. or other avoidance of the said church, except as hereinafter mentioned, at the price or sum of £ . NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said *(patron)* in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for such purchase as aforesaid, the said *(patron)* doth hereby acknowledge, [and of and from the

Next Presentation.

Recitals.

WITNESS, that in consideration of the purchase money.

Life or years.

(1) Or, (if the vendor have an estate for life, &c. only)

"The right of presentation thereto, when and so often as the same shall or may become void, during the life of the said , &c. *or* during the said term," *as the case may be.*

same doth acquit, release, discharge, and exonerate the said (*purchaser*) his executors, administrators, and assigns, and every of them, as well by these presents as by the receipt or acknowledgment for the same sum hereupon indorsed.] He the said (*patron*) HATH given, granted, bargained, sold, and assigned (1), and by these presents DOTH give, grant (2), bargain, sell, and confirm unto the said (*purchaser*), his executors, administrators (3), and assigns, ALL that the first or next turn, avoidance, or right of donation, nomination, presentation, and free disposition of and to the advowson, rectory, parsonage, or parish church of , in the said county of , whenever the same shall first and next (4) after the

PURCHASES.

Next Presentation.

The patron grants, &c.

(1) The next presentation to a church being but a chattel interest, the word "assign," is sometimes, and without impropriety, added to those here used.

Operative words.

(2) In a grant this is the proper and technical word, Co. Lit. 147; but any other word clearly expressing the intention of the party will operate as a grant, see Holmes *v.* Sellers, 3 Lev. 305. This word passes no greater estate than the grantor has in the premises, if therefore he have nothing, nothing passes, although he should have it afterwards, see Perk. s. 65; Gilb. Ten. 122; Co. Litt. 251, b. *sed vid.* Co. Lit. 43, b. where it is said that if A. having nothing in the land execute a lease for years by indenture he is concluded, as to the lessee, to say that he had nothing in the land.

Ibid.

(3) A right of presentation being but a chattel interest, must be limited to the personal representative of the grantor; see Co. Lit. 110. 2 Blac. Com. 386.

Presentation a chattel.

(4) Or the right of presentation may be during a term of years, or during the life-time of the vendor or purchaser, in which case it may run thus,

Life or years.

"The right of presentation, &c. when and so often as the

PURCHASES.

Next Presentation.

date of these presents happen to become void, by the death, resignation, cession, or deprivation of the said (A. B.) or other the now or present incumbent thereof, or by any other ways or means whatsoever, (other than by promotion of the said present incumbent to a bishopric, as hereinafter is mentioned), and all the rights, privileges, members and appurtenances whatsoever, to the said turn or avoidance belonging, or in any wise appertaining, and all the right, title, and interest of him the said (*patron*) of, in, and to the said advowson and rectory, as to and concerning the same turn, avoidance, presentation, and premises (1).

---

said church shall become void by the death, resignation, or deprivation of the present or any future incumbent thereof, or otherwise howsoever, in the life-time of the said (*vendor*) or (*purchaser*), or during the said term of years."

Alternate.

Or alternate, as,

"The presentation of a fit person to the rectory and parish church of &c. in the manner following, (that is to say), upon the first turn when the said church shall next happen to become vacant, and after such first presentation then upon every alternate turn of the said church, when it shall happen to become vacant, for ever."

Title deeds.

(1) The subject of the present conveyance being the next presentation only, and not the advowson itself, no grant, it will be perceived, is made of the title deeds, because as the grantor still continues to possess the inheritance of the advowson, he is entitled to retain them upon the same reasonable principle which every other vendor is, who retains a greater portion of an estate than that which he parts with; but as a precaution against the patron or his heirs executing any new grant of the same avoidance, he is sometimes required to deposit the title deeds in the hands of a third person as a trustee for both parties,

PURCHASES.

Next Presentation.

To hold, &c.

[To HAVE AND TO HOLD the said first and next turn or avoidance, and to have, exercise, and enjoy a right of donation, nomination, presentation, and free disposition of and to the said advowson, rectory, parsonage, or parish church of aforesaid (1), when the said church shall first and next happen to become void by any way or means whatsoever, other than as aforesaid, unto the said (*purchaser*), his executors, administrators, and assigns], so and in such manner, and to the end and intent, that it shall and may be lawful for the said (*purchaser*), his executors, administrators, and assigns, to present such able and fit person (2) as to him or them

---

until the next presentation has been made by the grantee, in which case a short deed of trust, declaring the intent of such deposit, should be prepared and executed at the same time with the present conveyance, for the form of which, see INDEX *voc.* TRUST; and see Fearn. Post. Wks. 404.

Life or years.

(1) If the right of presentation be granted during a term of years, or during the life-time of the vendor or purchaser, say,

"When and so often as the same shall become void by the death, resignation, or deprivation of the present or any future incumbent thereof, or otherwise howsoever, in the life-time of the said (*vendor*) or (*purchaser*), *or* during the said term."

Nominee.

Or to a nominee or to nominees, as *post*, rider (A). p. 28.

Simony.

(2) As it has been holden that the purchase of the next avoidance of a church with a declared intent to present a certain person, and a subsequent presentation of such person accordingly, is simoniacal, care should be taken to avoid expressing an intent to present any person in particular, and see Fearn. P. Wks. 404, 408; and see *ante*, Vol. I. p. 83.

PURCHASES.

shall seem meet to the said advowson, rectory, parsonage, or parish church of whenever the same shall so next happen to become void (other than as aforesaid) (1), " and to cause him to be presented, instituted, and inducted in and to the full and peaceable possession and enjoyment thereof (2)," and of the profits, benefits, and advantages belonging or appertaining to the same, and to do, fulfil, and perform all other matters and things requisite, proper, or accustomed in that behalf, in as full and ample manner and form, to all intents and purposes whatsoever, as he the said (*patron*), his heirs, executors, or administrators, or any of them, could or might do, or have done in case these presents had not been made. AND (3) the said (*patron*), for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree, with and to the said (*purchaser*), his executors, administrators, and assigns, in manner

Next Presentation.

Covenants for the title.

To present a nominee.

(1) If the intent of the conveyance is for the presentation of a particular nominee or the like, see *post*, rider (A).

Or,

" During, &c." *as above.*

Donative.

(2) If the advowson be a donative, the words within inverted commas may be omitted, as in donative advowsons, no presentation, institution, or induction is necessary, Co. Lit. 344, a.

Wife.

(3) If the grant be of such number of turns as may happen during a life or term of years, and the wife of the grantor is entitled to dower out of the advowson, add here a covenant to levy a fine *sur concessit*, for the form of which, see WILDE'S SUP. Vol. I. No. XCII.

following (1) (that is to say), that he the said (*patron*), at the time of the sealing and delivery of these presents, hath in himself good right, full power, and lawful and absolute authority to give, grant, bargain, sell, and dispose of the next presentation, turn, and avoidance hereby given, granted, bargained, and sold, or mentioned or intended so to be, of, in, and to the said advowson, rectory, parsonage, or parish church of aforesaid, with all the rights, members, and appurtenances thereunto belonging, unto and to the use and behoof of the said (*purchaser*), his executors, administrators, and assigns, in manner and form aforesaid. And that for and notwithstanding any former or other gift, grant, act, deed, estate, interest, matter, or thing whatsoever, made, executed, committed, or knowingly suffered or assented unto by the said (*patron*), or any other person or persons, with his privity or knowledge, to the contrary, it shall and will be lawful for the said (*purchaser*), his executors, administrators, and assigns, to present any fit and able person to the advowson, rectory, and parsonage or church

PURCHASES.
Next Presentation.

Quiet enjoyment.

(1) The grant of a next avoidance of a church has been recommended by Mr. Fearne, to be accompanied by a bond in the penalty of double the purchase money for performance of the covenants for the title, see Fearne's P. Wks. 404; but the necessity of this seems to depend more upon particular circumstances than any rule of general expediency, and see form of such bond, WILDE'S SUP. Vol. I. No. LIII.

Bond.

PURCHASES.

Next Presentation.

of aforesaid, whenever (1) it shall next happen to become vacant, by or through any of the ways or means aforesaid, or otherwise howsoever (except as aforesaid). And that for and notwithstanding any such act, deed, matter, or thing as aforesaid, the person who shall be so presented by the said *(purchaser)*, his executors, administrators, or assigns, under or by virtue of these presents, shall and lawfully may be instituted and inducted into the said rectory, parsonage, or parish church of aforesaid, and quietly and peaceably have, hold, and enjoy the same, without any suit, trouble, denial, hindrance, molestation, or disturbance of or by the said (*patron*), or any other person or persons whomsoever lawfully or rightfully claiming, or possessing any estate, right, title, or interest, in, to, or concerning the said advowson, rectory, and premises, or any part thereof, from, by, through, or under him the said (*patron*) or any of his ancestors, or any of his or their acts, means, or defaults. AND also that he the said *(patron)*, his executors, administrators, and assigns, and all and every other person or persons whomsoever, claiming or possessing any estate, right, title, or interest, in or to the said advowson, rectory, parsonage, or church of aforesaid, shall and will from time

Further assurance.

Life or years.

(1) Or,

"When and so often as the same shall become void, (otherwise than as aforesaid) during," &c.

PURCHASES.

Next Presentation.

to time, and at all times hereafter, at the costs and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, perform, and execute all such further and other reasonable acts, deeds, conveyances, assurances, matters, and things whatsoever, for the further, better, and more perfectly or satisfactorily granting, assuring, and confirming the said next turn, avoidance, and presentation of, in, and to the said advowson, rectory, parsonage, or church of aforesaid, unto the said (*purchaser*), his executors, administrators, or assigns, as he the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law, being of the degree of a barrister, shall advise and require, so that the person or persons who shall be required to make the same be not compelled or compellable to go from his, her, or their then place of abode, for that purpose, without having a reasonable and sufficient sum paid or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses. [PROVIDED ALWAYS (1), and it is hereby agreed by and between

Covenant that if the present incumbent be created a

(1) If an incumbent of a church be made a bishop, the king, and not the patron, will be entitled to present, Woodley v. Bishop Exeter, Cro. Jac. 691; Winch 94; 1 Blac. Com. 388; and it has been held, that the grant being of the next presentation, the grantee is in such case wholly defeated of his right; hence the reason of this proviso; but it is unnecessary where the advowson is donative, as in donative advowsons, the presentation does not devolve on the king, on the incumbent's promotion to a bishopric, as in the case of other advowsons,

Promotion of incumbent.

PURCHASES.

Next Presentation.

bishop, the purchaser shall have the next avoidance thereafter.

the said parties to these presents, and the said (*patron*) doth hereby further for himself, his heirs, executors, and administrators, covenant, promise, and grant with and to the said (*purchaser*), his executors, administrators, and assigns, that in case the said A. B. or other the present incumbent of the said rectory or parish church of aforesaid, shall at any time hereafter during such his incumbency be created or promoted to the dignity of a bishop, by means whereof the right of presentation to the same rectory or parish church may devolve upon and be exercised by his present Majesty, or any of his successors, then and in such case it shall and will be lawful for the said (*purchaser*), his executors, administrators, and assigns, to have, hold, and enjoy, the first and next advowson or avoidance, collation, donation, nomination, presentation, and free disposition of and to the said rectory or parish church of aforesaid, when and after the same shall happen to become void by means of the death, resignation, cession, or deprivation of the person so to be presented, by virtue of his said Majesty's prerogative royal as aforesaid, or in any other way or

---

4 Elem. Conv. 2d edit. p. 73, and quære whether since the case of Calland *v.* Troward, 2 Hen. Blac. Rep. 324, 6 Durnf. and E. 439, 778, s. c. 8 Brow. P. C. 71, s. c. it be essential in other cases. As it appears to be settled by those cases that the grantee will be entitled to the next subsequent presentation, without any express stipulation to that effect. And see Sir Henry Sidney *v.* Bishop of Gloucester, 2 Dyer 228.

manner whatsoever, and the same is hereby given and granted to him the said (*purchaser*), his executors, administrators, and assigns, accordingly. PROVIDED ALSO, that as soon as the said next presentation or nomination hereby granted shall have taken effect, according to the true intent and meaning of these presents, the advowson, free disposition, and full right of patronage, of and to the said church of , shall revert and remain to the said (*patron*) and his heirs, in like manner as if these presents had not been made (1).] IN WITNESS, &c. (2).

PURCHASES.

Next Presentation.

---

(1) Here may be added, if requisite, a covenant for production of title deeds, if any, as in Vol. II. No. XXXI. p. 39.

Deeds.

(2) See No. XXXI. p. 30, and the notes there.

*** It seems to be in general advisable that an attested copy, or other sufficient notice of the grant of a presentation, should be given to the bishop of the diocese, that he may not be induced from an ignorance of the grant, or by misrepresentation, to institute a nominee of the grantor.

Notice to diocesan.

The grant of a presentation, although it be made by bargain and sale, need not be enrolled in order to its validity; see *ante*, p. 17, n. (1).

Enrolment.

(A) Variation *where the Conveyance is to a Trustee, or particular Nominee:* Vide *ante*, p. 21, n. 1.

Habendum to a trustee.

"TO HAVE AND TO HOLD, the said advowson, patronage, or right of presentation, and all and singular other, the premises hereinbefore granted, or demised, or expressed, and intended so to be, with their appurtenances, unto the said (*trustee*), his executors, administrators and assigns, for, and during, and unto the full end and term of years, from henceforth next ensuing, and fully to be complete and ended, upon the several trusts, and for the several intents and purposes, and under and subject to the several provisoes, declarations, and agreements hereinafter limited, expressed and declared of and concerning the same (that is to say), IN TRUST, that the said trustees, his executors, administrators or assigns, shall and do on the decease or the resignation (whichever may first happen) of the present incumbent, of the said parish church of , or on the next avoidance, by any other means whatsoever, of the same parish church, present the said (*purchaser* or *his nominee*), to be rector of the said church, and shall do all and every other the requisite acts and deeds whatsoever, in the lawful power of the said (*trustee*), his executors, administrators, or assigns, in order, and to the end that the said (*purchaser* or *his nominee*), may be admitted, instituted, and inducted into the said rectory and church of , and that he may become and be complete rector thereof; and in case of the decease of the said (*nominee*), before the next avoidance of the said rectory or church, or of his incapacity, or declining to become incumbent thereof, or if he shall become such incumbent, then immediately from and after his decease, or on his resignation, or the avoidance, by any means whatsoever, of the same church, UPON this further trust, that he the said (*trustee*),

In trust to present a nominee of the purchaser.

In case of the death of the said nominee.

In trust to present a future nominee.

his executors, administrators, and assigns, shall and do present, to the said church, such son, or son-in-law of the said (*purchaser*) as shall then be in holy orders, and capable and qualified to be presented thereto, and who shall have, be, or have been, nominated by him the said (*purchaser*), by his last will and testament in writing, or any other writing under his hand, to be rector of the said church, and shall do all and every such other acts and deeds whatsoever, in the lawful power of the said (*trustee*), his executors, administrators and assigns, in order, and to the end, that such son or son-in-law of him the said (*purchaser*), may be admitted, instituted, and inducted into the said rectory and church of , and that such son, or son-in-law, may become and be complete incumbent thereof, PROVIDED always and it is his true intent and meaning, that if upon any avoidance of the said church of , either by resignation or other cause or means of the said present incumbent thereof, or if on the next or any future avoidance of the said church, during the life-time of the said (*nominee*), he the said (*nominee*) shall be incapable of holding the same church, or shall refuse or decline to be instituted or inducted thereto, and the said (*purchaser*) shall not then have any son or son-in-law, in holy orders, capable of being presented to and becoming rector of the said church of and in case of any avoidance of the said church, by the decease of the said present incumbent or otherwise, during the said term of years, before any son or son-in-law of the said (*purchaser*) shall have been presented to, and admitted, instituted and inducted into the said church, no son or son-in-law of the said (*purchaser*) shall be capable of being presented to, and being admitted, instituted, and inducted into the said rectory, whom he the said (*purchaser*) shall in the manner aforesaid have nominated and appointed, then and in any of the said cases last aforesaid, and so often, and from time to time, as often as it shall so happen, in trust that the said (*trustee*), his executors, administrators and assigns, shall present some other fit person, &c. &c. *as before*. PROVIDED always, and it is hereby declared and agreed, by and between the said parties to these presents, that from and after the presentation

PURCHASES.

Next Presentation.

Proviso that if first nominee die, &c.

Term to cease.

PURCHASES.

Next Presentation.

of such son or son-in-law, as shall by the said (*purchaser*) be nominated as aforesaid, or in case he should have no son or son-in-law, whom he shall or may nominate to be presented as aforesaid, or in case there shall be any son or son-in-law who shall die before such presentation, or who shall refuse to be presented, then immediately, from thenceforth the said term of years, hereby granted and demised, shall cease, determine, and become absolutely void to all intents and purposes whatsoever. AND the said (*patron* or *vendor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *(trustee)*, his executors, administrators, and assigns, by these presents in manner following, that is to say, that he the said (*patron*), his heirs and assigns, and all and every other person and persons whomsoever, having, or lawfully or equitably claiming, or who shall or may have, or lawfully, or equitably claim, any estate, right, title or interest, of, in, to, or out of the said advowson and premises, or any part thereof, by, from, or under him, them, or any of them, shall and will, from time to time, and at all times hereafter, during the said term of years, hereinbefore demised unto the said trustee, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, for conveyances, and assurances, in the law whatsoever the further, better, more perfect, and absolute conveyance, and assuring the said advowson and premises to the said trustee, his executors, administrators, and assigns, for all the then residue of the said term of years therein, upon the several trusts, and to and for the several intents and purposes, and under and subject to the several provisoes, declarations, and agreements, hereinbefore expressed, declared, and contained, of and concerning the same, or such, or so many of them, as shall be then unexpired, in being or capable of taking effect, and all other acts, deeds, and things whatsoever which may be requisite, in order that the said *(nominee)*, and son or son-in-law by him the said (*purchaser*) to be nominated, in that behalf, in manner aforesaid, may upon the event and

Covenant for further assurance.

under and according to the terms and provision, hereinbefore contained, become and be rector of the said church of , as by the said (*trustee*), his executors, administrators, or assigns, or by the said (*purchaser*), or any such son or son-in-law of him the said (*purchaser*) as aforesaid, or their or any of their counsel in the law, shall be reasonably desired, or advised, and required. IN WITNESS, &c.

PURCHASES.

Next Presentation.

No. LXII.

Conveyance of Tithes *to a Purchaser by Grant or Bargain and Sale* (1).

Variations *as below.*

THIS INDENTURE, of parts, made the day of in the year of the reign, &c. and in the year of our Lord

Parties. BETWEEN (2) (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS, &c. (3). AND

Recitals. WHEREAS the said (*purchaser*) hath contracted

Now grantable. (1) Tithes may be granted by the same species of assurances as advowsons, or other incorporeal hereditaments—see Taylor v. Vale, Cro. Eliz. 166. 4 Elem. Conv. 2d Ed. 122. but the most proper mode of conveyance is by grant, or bargain and sale enrolled, which is therefore the mode here adopted; when however they are intended to be limited to uses, it must be either by grant, or lease and release, and not by bargain and sale.

Dower. (2) If the vendor's wife be entitled to dower, make her a party; and if the purchaser is to take to uses to bar dower, make a trustee a party.

Recitals. (3) Recite here shortly the title of the vendor, and see forms of different recitals, INDEX, *voc.* RECITALS.

PURCHASES.

Tithes.

with (1) the said (*vendor*) for the absolute purchase of the said tithes and hereditaments, free from incumbrances (other than as hereinafter is mentioned) at the sum of £ , and the same are now intended to be conveyed and assured to him in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance and execution of the said contract, and in consideration of the sum of £ , of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid (2) by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the inheritance in fee simple of the tithes and hereditaments hereinafter described, the said (*vendor*) DOTH hereby acknowledge, [and of and from the same doth fully and absolutely acquit, release, discharge, and exonerate the said (*purchaser*) his heirs, executors, administrators, and assigns, and the said hereditaments, as well by these presents as by the receipt or acknowledgment for the same sum

WITNESS, That in consideration of the purchase money.

---

(1) If the tithes were sold by public auction, make the recital of the contract, and of the payment of the purchase money, conformable to Vol. II. No. XXXI. p. 4, n. (1). Auction.

(2) If the consideration be a transfer of money in the funds, or otherwise than money paid down at the execution of the deed, see Vol. I. No. XVI. p. 165, n. (6). Consideration transfer of stock.

PURCHASES.

Tithes.

The vendor grants, &c.

hereupon indorsed (1)] He the said (*vendor*) HATH granted, bargained, and sold, and by these presents DOTH grant, bargain, sell, and confirm, unto the said (*purchaser*) and his heirs, ALL those the tithes and tenths of corn, grain, hay, wood, and all and singular other the tithes, tenths, and portions of tithes and tenths, whether prædial, personal, or mixed, and whether rectorial, vicarial, great or small, and all obventions, oblations, and fruits whatsoever, parcel of or belonging to the rectory impropriate of A. in the county of B. and yearly or otherwise growing, accruing, increasing, renewing, or arising, or to grow, accrue, increase, renew, or arise out of, from, upon, or in respect of all or any of the several messuages, lands, tenements, and hereditaments, situated and being within or belonging to the parish of, &c. hereinafter particularly described, that is to say, out of, from, upon or respecting ALL, &c. or howsoever otherwise the said messuages, lands, tenements, and hereditaments, or any of them, now are, or is, or heretofore were or was situated, tenanted, called, known, described, or distinguished; TOGETHER with all and all manner of houses, outhouses, barns, stables, yards, rights, privileges, advantages, appendages, and appurtenances whatsoever to the said tithes, tenths, hereditaments, and premises, belonging,

---

Bargain and sale enrolled.

(1) And if the conveyance be by lease and release, &c. and it be intended to be accompanied by a bargain and sale to be enrolled, see Vol. I. No. XVI. p. 171, n. (9).

PURCHASES.

Tithes.

or in anywise appertaining, or therewith now or usually had, holden, or enjoyed (1); [and all remainders and reversions, and rents, issues, and profits, of or incident to the same or any part thereof.] AND all the estate, right, title, interest, use, trust, property, possession, possibility, claim, and demand whatsoever, both at law and in equity of him the said (*vendor*) in, to, out of, upon, or respecting the said tithes, hereditaments, and premises, or any of them. [TOGETHER with all deeds, &c.] (2). TO HAVE AND TO HOLD, and receive, perceive, and enjoy and take the said tithes, tenths, hereditaments, and premises, hereinbefore described, and hereby granted, bargained, and sold, or otherwise assured, or mentioned or intended so to be, with their and every of their rights, members, appendages, and appurtenances unto "and to and for the use and behoof of the said (*purchaser*) his heirs and assigns for ever" (3). AND the said (*vendor*) for himself, his heirs,

To HOLD to the purchaser in fee-simple.

---

(1) If the conveyance be made by lease and release instead of a bargain and sale, refer here to the lease for a year, as *ante*, p. 6, n. (1).

Lease and release.

(2) If there be title deeds belonging to the subject of the grant, insert here as in p. 7; but if not, and the vendor be himself a grantee only of the tithes, say

Title deeds.

"Together with the said hereinbefore in part recited grant of the said tithes and premises."

(3) If the conveyance be intended to be made to uses to bar dower, insert the limitation given in Vol. II. No. XXXI. p. 31, instead of the words within inverted commas.

Dower.

If the wife of the vendor be a party, add here a covenant to levy a fine, for the form of which see Vol. II. No. XXXI. p. 11.

Wife.

PURCHASES. executors, and administrators, DOTH hereby covenant, declare, grant, and agree with and to the said (*purchaser*) his heirs and assigns, in the manner following (1) (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, at any time heretofore made, done, executed, occasioned, or knowingly suffered, or omitted by him the said (*vendor*) or any of his ancestors, to the contrary, he the said (*vendor*) at the time of the sealing and delivery of these presents, is lawfully, rightly, and absolutely seised or possessed, or well entitled to him and his heirs, in his own right, and to his own use, of all and singular the tithes, tenths, hereditaments, and premises hereinbefore granted, bargained, and sold, or otherwise assured, or mentioned or intended to be, as of, in, and for a good, perfect, clear, absolute, and indefeasible estate of inheritance in fee-simple, in possession, and in severalty, without any manner of trust, condition, power of revocation, or of limiting or declaring any new or other use or uses, or other qualification, restriction, matter, or thing whatsoever, which can or may revoke, determine, abridge, qualify, alter, charge, incumber, or prejudicially affect the same in any manner howsoever, (leases and agreements for leases, of which counterparts have been produced unto the said (*purchaser*) his counsel or

Tithes.

Covenant by vendor that he is seized in fee.

Wife.

(1) If the wife of the vendor be a party, make these covenants accord with that circumstance, as in Vol. II. No. XXXI. p. 20.

solicitor, at or before the sealing and delivery of these presents, only excepted). [AND that he and they shall and will continue so seised and possessed as aforesaid, (save only so far as such seisin or possession is or may be affected by these presents) until the said tithes, hereditaments and premises shall be fully and absolutely vested in the said (*purchaser*) his heirs or assigns, as of or for the same or a like estate.] AND also, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself full power, and lawful and absolute right and title to grant, bargain, sell, and confirm, all and singular the said tithes, hereditaments and premises, and the possession and inheritance thereof, "unto and to the use and behoof of the said (*purchaser*) his heirs and assigns in the manner aforesaid," and according to the true intent and meaning of these presents. AND further, that (1), he the said (*purchaser*) his heirs, and assigns, shall, or lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, have, hold, possess, take, and enjoy all and singular the same tithes,

And hath right to convey.

That the purchaser shall quietly enjoy.

(1) If the conveyance be to a trustee for preventing dower, or other purpose, those parts of this and the preceding covenant which are included within inverted commas will be more correct if framed agreeably to the corresponding parts of the like covenants in Vol. II. No. XXXI. p. 23, n. (1); and see *ante*, No. LV. p. 8, n. (2).

Dower.

PURCHASES. hereditaments, and premises, with their and every of their respective rights, members, appendances, and appurtenances, and receive and retain the rents, issues, profits, and annual and other proceeds which shall arise or be payable for or in respect of the same respectively from and after the day of now last past, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said *(vendor)* or his heirs, or any person or persons, now or hereafter having or rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or concerning the said tithes, hereditaments and premises, or any part thereof, from, through, under, or in trust for him, them, or any of them, or any of the ancestors of the said (*vendor*) (other than, through, under, or by virtue of any such leases or agreements for leases as aforesaid). AND that free and clear, and clearly and absolutely discharged and exonerated, or otherwise by and at the expense of the said (*vendor*) his heirs, executors, or administrators wholly defended, protected, and indemnified, of, from, and against all former and other [gifts, grants, bargains and sales, releases, settlements, mortgages, demises, leases, contracts, devises, wills, conveyances, assurances, descents, uses, trusts, limitations, entails, conditions, estate, right and title of or to dower, remainders, reversions in the crown or elsewhere, judgments, decrees, recognizances, statutes,

Tithes.

Free from incumbrances.

Tithes.

extents, executions, sequestrations, elegits, debts of record, debts due to the king or any of his predecessors, legacies, portions, annuities, rents of all kinds, forfeitures, rights of entry, and cause and causes thereof, fines, amerciaments, and all and singular other] estates, rights, titles, interests, charges, and incumbrances whatsoever, which at any time or times heretofore have been, or which at any time hereafter shall or may be made, created, executed, committed, occasioned, or suffered by the said (*vendor*) or any of his ancestors, or any other person or persons now or hereafter rightfully claiming or possessing any estate, right, title, or interest, either at law or in equity, from, through, under, or in trust for him, them, or any of them, or by, from, or through his, their, or any or either of their acts, defaults, means, consent, or privity, (such leases and agreements as aforesaid, as to and so far as respects the estates or interests of the several lessees therein, only excepted). AND moreover, that he the said (*vendor*) and his heirs, and all and every other person or persons, now or at any time hereafter rightfully claiming, or having title to claim any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or respecting the tithes, hereditaments, and premises, hereby granted, bargained, sold, and confirmed, or mentioned or intended so to be, or any part thereof, from, through, under, or in trust for him, them, or any or either of them, or any of the ancestors, of the said (*vendor*), (other than persons claiming, or entitled

Covenant for further assurance.

PURCHASES. *Tithes.*

under or by virtue of such leases or agreements for leases as aforesaid, so far as respects their respective estates or interests under or by virtue of the same) shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and expense of the said (*purchaser*) his heirs or assigns, [make, do, acknowledge, levy, suffer, execute, and perfect, or] cause and procure to be made, done, acknowledged, levied, suffered, executed, and perfected, with all proper expedition, all and every such further and other lawful and reasonable acts, deeds, conveyances, matters, and things whatsoever, [whether by fine or fines, with or without proclamations, common recovery or recoveries, deed or deeds enrolled or otherwise, feoffment, release, confirmation, declaration, or limitation of or to any use or uses, or other assurance or assurances, of record, or not of record] for the further, better, more perfectly, fully, and absolutely, or satisfactorily granting, releasing, conveying, confirming, and assuring the said tithes, hereditaments, and premises, and every or any part or parcel thereof, and the possession and inheritance of the same, with the rights, privileges, members, appendages, and appurtenances, thereunto belonging, unto, and to, and for the use, behoof, and benefit of the said (*purchaser*) his heirs and assigns, in such manner and form as he the said (*purchaser*) his heirs or assigns, or his or their counsel in the law, (being of the degree of a barrister), shall advise and require, and prepare and tender (if the nature thereof

permit) for his or their signature and execution; [so that such further assurance or assurances, or any of them, do not contain or imply any further or other warranty or covenant, than against or on the part of the person or persons who shall be required to make or execute the same, his, her, or their devisors, ancestors, heirs, executors, or administrators, and his, her, or their own respective acts, deeds, omissions, or defaults; and] so that the person or persons, who shall be required to make or execute any such assurance or assurances, be not obliged to go from his, her, or their then place or respective places of abode, for the making or executing the same, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses; which said acts, deeds, and assurances respectively shall be and enure (unless therein otherwise declared or expressed) in confirmation of these presents, and of the estate and interest hereby, or mentioned, or intended to be hereby granted and assured (1). IN WITNESS, &c.

PURCHASES.

Tithes.

---

(1) If there be title deeds which are not delivered to the purchaser, add a covenant for their production, as in Vol. II. No. XXXI. p. 39; or prepare a separate deed for that purpose, agreeably to the form referred to, INDEX *voc.* DEEDS.

Title deeds.

*** It will be proper that a conveyance of tithes, whether by bargain and sale or not, should be enrolled—see *ante*, No. LIV. p. 1, n. (1).

Enrolment.

LXIII.

Conveyance of a Right of Common *of* Pasture *to a Purchaser* (1).

Variations where it is of Estovers, Turbary, *or* Piscary.

THIS INDENTURE of parts, made the day of , in the year of

How grantable. (1) In what case, and by what means, a right of common may be granted or conveyed to a stranger, see Sand. Us. and Tr. 32; 1 Elem. Conv. 2d edit. p. 200, *et seq.*; 4 *ib.* 37, 177; 1 Saund. Rep. 346, c. n. (2); 2 *ibid.* 327, n. (11); Drury *v.* Kent, Cro. Ja. 14. The species of assurance may, in general, be the same as of other incorporeal hereditaments, but commons, or other mere right, unless of a local kind, or the common be for a certain number of cattle, cannot be conveyed by way of use, Gilb. Uses, 281.

Enclosure. It is not uncommon for persons entitled to allotments under enclosure acts, in lieu of a right of common, to sell their commonable rights, in order to give to the purchaser a right to such allotments; in which case recite the act, that the vendor is seised in fee (or as the case may be) of a freehold messuage, &c. situated, &c. in respect of which there is a common right upon or over the lands in, &c. intended to be divided and inclosed by virtue of the said act. That the purchaser has agreed with him for the purchase of the said common right, and all

PURCHASES.

Right of Common.

the reign, &c. and in the year of our Lord . BETWEEN *(the vendor)* of, &c. of the one part, and *(the purchaser)* of &c. of the other part (1). WHEREAS the said *(vendor)* is seised or entitled to him and his heirs of the common or commonable right of pasture, *(or estovers, &c. as the case may be)* in the common or waste ground hereinafter described. AND WHEREAS the said *(purchaser)* hath agreed with the said *(vendor)* for the purchase of the said commonable right, at the sum of £ . NOW THIS IN-

Parties. Recitals.

---

other his estates, rights, and interests in respect of the said messuages, by virtue of the said act, for the sum of £

Witness, that the vendor grants, &c. all that the said common right, and all other the estate, right, title, interest, property, claim, and demand of him the said vendor, in respect of the said messuage, &c. in, to, or upon the lands, &c. so intended to be divided and enclosed under or by virtue of the said estate, and of, in, and to all and every allotment and allotments to be made in pursuance thereof. To hold to, and to use of the purchaser, his heirs, and assigns for ever. As the vendor cannot covenant for title, add clause of warranty from vendor and his heirs against him and them, and all claiming under them.

Dower, &c.

(1) If the wife of the vendor have a title to dower out of the common (which if the common be in gross, she may), or if the conveyance be intended to be made to a trustee of the purchaser for preventing a title to dower; or if the vendor took the common to himself and a trustee for that purpose; or if the common be a moiety only, or in remainder or reversion (all which cases may occasionally happen, see 1 Elem. Conv. 2d edit. 231), the student is referred to the variations adapted to those and other circumstances in Vol. II. No. XXXI.; but they are so little likely to occur in the conveyance of a commonable right, that it was deemed unnecessary to add or particularly refer to them here.

PURCHASES.

Right of Common.

DENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £ of lawful current money of England, to the said (*vendor*) in hand, paid by the said (*purchaser*), at or immediately before the sealing and delivery of these presents, the receipt whereof in full for such purchase as aforesaid, the said (*vendor*) doth hereby acknowledge, and of and from the same doth, by these presents, fully and absolutely acquit, release, discharge, and exonerate the said (*purchaser*), his heirs, executors, and administrators, He the said (*vendor*) HATH granted, bargained, and sold (1), and by these presents DOTH grant, bargain, sell, and confirm unto the said (*purchaser*) and his heirs, ALL (2) that the common of pasture, and right, title, advantage, and privilege of and to common of pasture, feeding, and levant and couchant for twenty beasts, three

WITNESS, the vendor in consideration of the purchase money.

Grants, bargains, and sells the common, &c.

---

(1) The word grant is here the operative word, as a bargain and sale under the statute of a common or other thing not *in esse*, would be inoperative: see Baudeley *v.* Brook, Cro. Jac. 189, pl. 13.

Common of piscary.

(2) Or if the common be of piscary, say,

" Common of piscary, and right, privilege, and advantage of fishing, and of taking, retaining, and using, all and all manner of fish of whatever sort or kind in and from the river of A." &c.

Common of turbary

Or if the common be of turbary, say,

" Common of turbary, and right, privilege, and advantage of digging, taking, and using peat turf," &c. &c.

according to the species of common, and all and singular the rights and privileges incident thereunto.

PURCHASES.

Right of Common.

hundred sheep, &c. &c. of him the said (*vendor*), of, in, and upon the common or commonable fields or grounds of , situated, &c. and of, in, and upon all other the common fields, wastes, and other commonable grounds and places in the parish of , or elsewhere within the manor of , or howsoever otherwise the said commons, fields, and places, or any of them now are, or is, or heretofore were or was situated, called, known, described, or distinguished; and all, and all manner of other rights, privileges, advantages, appendages, and appurtenances whatsoever to the said common, hereditaments, and premises, or any of them, or any part thereof respectively belonging, or in anywise appertaining, or reputed or deemed so to be, or with the same or any of them, now or heretofore holden, used, occupied, or enjoyed; and the remainder and remainders, reversion and reversions of and in the same: AND all the estate, right, title, interest, use, trust, property, possession, possibility, powers, remedies, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*) in, to, out of, upon, or respecting the said common, hereditaments, and premises. To HAVE AND TO HOLD the said commonable rights, privileges, and advantages, hereditaments, and all and singular other the premises hereinbefore described, and hereby granted, bargained, and sold, or otherwise assured, or mentioned or intended so to be, with their and every of their rights, members, privileges, appendages, and appurte-

To HOLD to the purchaser in fee simple.

PURCHASES.

nances, unto and to and for the use and behoof of the said (*purchaser*), his heirs and assigns (1), for ever. AND the said (*vendor*) for himself, his heirs, executors, and administrators, DOTH hereby covenant, declare, grant, and agree with and to the said (*purchaser*) his heirs and assigns, in the manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, at any time heretofore made, done, executed, occasioned, or knowingly suffered, or omitted by him the said (*vendor*) or any of his ancestors, he the said (*vendor*) at the time of the sealing and delivery of these presents, is lawfully, rightly, and absolutely seised, or otherwise well entitled in his own right, and to his own use, to him and his heirs, of and to all and singular the right of common, hereditaments, and premises hereinbefore granted, bargained, sold, and confirmed, or mentioned or intended so to be, as of, in, and for a good, perfect, clear, absolute, and indefeasible estate of inheritance in fee simple and in severalty, without any manner of trust, condition, qualification, restriction, cause, matter, or thing whatsoever, which can or may revoke, determine, abridge, alter, charge, incumber, or prejudicially affect the same in any manner howsoever, (except, &c.) [AND that he

Right of Common.

Covenant by vendor that he is seised in fee.

"Assigns."

(1) It has been said that a common in gross, and without number, will not be assignable by the grantee unless the word "assigns" be used in the grant: see Shep. Touch. 239, sed quære, and see 2 Roll. Ab. 45, contra.

and they shall and will continue so seised or entitled as aforesaid (save only so far as such seisin is or may be affected by these presents) until the said common, hereditaments, and premises, shall be fully and absolutely vested in the said (*purchaser*), his heirs or assigns, as of or for the same or a like estate.] AND also, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself full power, and lawful and absolute right and title to grant, bargain, sell, and confirm, all and singular the said right of common, hereditaments, and premises, unto and to the use and behoof of the said (*purchaser*), his heirs and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*), his heirs and assigns, shall or lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, have, hold, possess, use, and enjoy all and singular the said right of common, hereditaments, and premises, with their and every of their respective privileges, advantages, and appurtenances, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said (*vendor*) or his heirs, or any person or persons now or hereafter having or rightfully claiming any estate, right, title, charge, or interest at law or in equity, in, to, out of, upon, or concerning, the said hereditaments and premises, or any part thereof, from, through, under, or in trust for him,

PURCHASES.

Right of Common.

And hath right to convey, &c.

That the purchaser shall quietly enjoy.

PURCHASES.

them, or any of the ancestors of the said (*vendor*), except as aforesaid. AND that free and clear, and clearly and absolutely discharged and exonerated, or otherwise by and at the expense of the said (*vendor*) his heirs, executors, or administrators, effectually defended, protected, and indemnified of, from, and against all former and other gifts, grants, bargains, and sales, conveyances, assurances, estates, rights, titles, interests, charges, and incumbrances whatsoever, which at any time or times heretofore have been, or which at any time hereafter shall or may be made, created, executed, committed, occasioned, or suffered by the said (*vendor*) or any of his ancestors, or any person or persons, now or hereafter rightfully claiming, or possessing any estate, right, title, or interest, either at law or in equity, from, through, under, or in trust for him, them, or any of them, or by or through his, their, or any or either of their acts, defaults, means, consent, or privity. AND moreover, that he the said (*vendor*) and his heirs, and all and every persons or person, now or at any time hereafter rightfully claiming, or having title to claim any estate, right, title, charge, or interest at law or in equity, in, to, out of, upon, or respecting the common hereditaments and premises hereby granted, bargained, sold, and confirmed, or mentioned or intended so to be, or any part thereof, from, through, under, or in trust for him, them, or any or either of them, or any of the ancestors of the said (*vendor*), shall and will from time to time, and at all times here-

Right of Common.

Free from incumbrances.

Covenant for further assurance.

Right of Common.

after, upon every reasonable request, and at the costs and expense of the said (*purchaser*), his heirs or assigns, make, do, acknowledge, levy, suffer, execute, and perfect, or cause and procure to be made, done, acknowledged, levied, suffered, executed, and perfected, with all proper expedition, all and every such further and other lawful and reasonable acts, deeds, conveyances, matters, and things whatsoever, for the further, better, more perfectly, fully, and absolutely or satisfactorily granting, conveying, confirming, and assuring the said common, commonable rights, hereditaments and premises, with their and every of their respective rights, privileges, members, appendages, and appurtenances, unto and to and for the use, behoof, and benefit of the said (*purchaser*), his heirs and assigns, in such manner and form as he the said (*purchaser*), his heirs or assigns, or his or their counsel in the law (being of the degree of a barrister) shall advise and require. IN WITNESS, &c.

No. LXIV.

A Grant or Conveyance of a Right of Way (1), *or Passage, to a Purchaser in* Fee.

Variations *where it is for* Life, *or a* Term *of* Years *only.*

Also where the Way is now created, *and where previously in* Esse.

THIS INDENTURE of two parts, made the day of , in the year of the reign, &c. and in the year of our Lord

Parties. BETWEEN (2) (*the grantor or vendor*) of, &c. of the one part, and (*the purchaser*) of, &c.

Recitals. of the other part. WHEREAS the said (*purchaser*) is seised (3) or possessed of certain lands and hereditaments, situated at in the parish of in the said county of , beyond

---

(1) See *ante*, p. 42, n. (1), which is equally applicable to the grant of a way, and 1 Elem. Conv. 2d edit. p. 251.

Wife. (2) If the wife of the grantor have a title to dower out of the lands over which the right of way is granted, she may be made a party, if thought requisite, and a covenant to levy a fine be inserted, as in Vol. II. No. XXXI. marg.

In esse. (3) Or if the right of way have been previously granted to the vendor, recite the deed by which it was so granted.

PURCHASES.

Right of Way.

or on the eastern side of certain common fields, and other lands and grounds belonging to the said (*vendor*). AND WHEREAS for the more easy and convenient access of the said (*purchaser*) to certain lands and hereditaments, of him the said (*purchaser*), situated adjoining thereto, he has agreed with the said (*vendor*) for the grant to him of a right of way and passage through the said fields and grounds (*or* a conveyance of the said right of way, *as the case may be*), at the sum of £ . NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £ of lawful money, of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby expressly acknowledge, He the said (*vendor*) HATH granted, bargained, and sold (1), and by these presents DOTH grant, bargain, sell, and confirm unto the said (*purchaser*) and his heirs (2), "a free, entire, and uninterrupted way or passage, and liberty and

The vendor in consideration, &c.

Grants the right of way.

(1) The word grant is the only operative and proper word for creating a right of way, as no use can be raised of a way not yet in esse. See *ante*, p. 44, n. (1), but when once created and become a thing in *esse*, it may be made the subject of a bargain and sale, or any other mode of transferring incorporeal property. Beaudly *v.* Brook, Cro. Jac. 189.

"Grant," &c.

(2) If the right of way is meant to be for the life only of the grantee, say "and his assigns," instead of "heirs," and if for a term of years only, say "executors, administrators, and assigns."

Life or years.

PURCHASES.

Right of Way.

privilege of way and passage for him the said (*purchaser*) his heirs and assigns (1), either alone or with any other person or persons whomsoever, and either on foot, horseback, or in carriages, or in any other manner howsoever, and also for all or any of the workmen, labourers, and servants, and the carts, waggons, wains, instruments of husbandry, and other carriages, vehicles, or machines whatsoever, and the horses, cows, oxen, sheep, hogs, and other cattle whatsoever of him, them, or any or either of them, in, through, over, along, across, and upon" (2), ALL that piece or parcel of land or ground, situated, &c. &c. (3) in a direct and strait line from north to south, of the breadth or width of feet, as the same is more particularly delineated in a plan thereof, drawn in the margin of these presents, together with full and free liberty for all or any of the said waggons, carts, or carriages, to be loaded with, and to carry

---

Life, &c. (1) If the way be granted for life or years only, see the last note.

Way in esse. (2) If the way be already in esse, say,

"All that way or road of the breadth of feet, be the same more or less, leading from north to south, in, over, and upon ALL, &c." (*as in the text*). "As the same is or was granted or otherwise assured unto him the said (*vendor*), his heirs and assigns, in or by the hereinbefore in part recited indenture of the day of , as hereinbefore is expressed."

Instead of the lines within inverted commas.

(3) Here describe the land over which the right of way is intended to be granted in the usual manner.

PURCHASES.

Right of Way.

stone, wood, timber, iron, bricks, tiles, gravel, lime, coal, or any other materials or things whatsoever, and so often and in such manner as he the said (*purchaser*) his heirs or assigns, shall think fit or expedient, and at his and their free will and pleasure, and that as well to and from the said lands and hereditaments, of him the said (*purchaser*) situated at aforesaid, as to, or from any other land or place, or lands or places, whatsoever (1). To HAVE, HOLD, use, possess, and enjoy the said way, or right and privilege of passage, and other the premises hereby granted, bargained, and sold, or assured or intended so to be, with the rights, members, appendages, appurtenances, and advantages to the same belonging (2),

To HOLD to the grantee.

---

(1) Where the way is in *esse*, and the object for which the right of way is granted, appears by the recital in the deed, it should be expressly declared, (unless otherwise intended) that the right of passage shall be general to and from all places whatsoever, and not confined to the peculiar lands within the immediate contemplation of the parties; for the grant of a way to a certain close or place by name, will not authorise the grantee to use it for the purpose of going to any other close or place, as this would occasion a greater frequency of way than was originally intended; but where the way is newly created, and is to be kept in repair by the grantee, it should seem that he may make what use of it he pleases. See 1 Roll. Ab. 291, pl. 3. Howell *v.* King, 1 Mod. 190. Lowton *v.* Ward, 1 Ld. Raym. 75.

Way in esse..

(2) If the way be already in esse it may here be added,

Way in esse.

" Or with the same now and heretofore or usually had, used, occupied, or enjoyed, and all the estate, right, title, and interest whatsoever of him the said (*vendor*), in, to, upon, or concerning the same, under or by virtue of the said recited indenture, or otherwise howsoever."

PURCHASES.

Right of Way.

unto, and to and for the use, benefit and advantage of him the said (*purchaser*) his heirs and assigns for ever (1). YIELDING and paying yearly, and every year, henceforth and for ever, unto the said (*vendor*) his heirs and assigns, the yearly fee-farm rent, or annual sum of one shilling, by an equal half yearly payment on the twenty-fourth day of June, and the twenty-fifth day of December in each year, if demanded (2). AND the said (*vendor*) for himself, his heirs, executors, and administra-

Covenant by vendor that he has right to grant.

Life or years.

(1) If the grant be meant to continue for the life only of the grantee, say,

"Unto and to and for the use, benefit, and advantage of the said (*purchaser*) and his assigns, for and during the term of his natural life. Or for and during the term of years, to be computed from the date hereof, if the said (*purchaser*) shall so long live."

And if for a term of years only, say,

"Unto the said (*purchaser*) his executors, administrators, and assigns, for the term or period of years, to be computed from the date hereof, and to be thence next ensuing."

Uses.

It may here be noticed that a way granted *de novo* must be limited to the grantee himself, and cannot be granted to uses, "for (as has been quaintly observed), a man cannot walk over ground to the use of another person." Sir Wm. Jones, 127.

Reservation.

(2) This reservation is inserted for the purpose of preserving the vendor's title to the land, over which the way is granted, by the acknowledgment and admission of the grantee; if therefore the conveyance be of a way already in esse, and not of one newly created, it may be omitted; indeed it is in neither case essential. It may, however, be made subservient to the purpose of the grantee's paying to the grantor an annual sum towards keeping the road in repair, if so intended.

Right of Way.

tors, doth hereby covenant, declare, and agree, with and to the said (*purchaser*) his heirs, and assigns, in the manner following, that is to say, that for and notwithstanding any act, deed, matter, or thing whatsoever, made, done, occasioned, or knowingly suffered, or omitted, by him the said (*vendor*) or any of his ancestors to the contrary, he the said (*vendor*) at the time of the sealing and delivery of these presents, now hath in himself full power, and lawful and absolute right and title to grant, bargain, sell, and assure the said way, or right, liberty, and privilege of passage, hereditaments, and premises, hereinbefore granted, bargained, and sold, or otherwise assured, or mentioned or intended so to be, unto and to the use and behoof of the said (*purchaser*) his heirs and assigns (1), in the manner hereinbefore expressed. And also that he the said (*purchaser*) his heirs and assigns, immediately upon the sealing and delivery of these presents, and at all times thereafter, (he and they from time to time and at all times observing, fulfilling, and keeping the covenants and agreements hereinafter contained, on his and their part, to be observed, performed, and kept), shall or lawfully may, peaceably and quietly, have, hold, use, and enjoy, the said way, passage and premises, with their appurtenances, to and for his and their own use and benefit, according to the true intent and meaning

That the grantee shall quietly enjoy.

(1) If the way be granted for life or years only, see *ante*, p. 53, n. (3).

Life or years.

PURCHASES.

Right of Way.

of these presents, without any manner of hindrance, obstruction, disturbance, interruption, claim, or demand whatsoever, by or through the said (*vendor*) or his heirs, (save only as to the co-right of way or passage, of or for him the said (*vendor*) his heirs and assigns, as hereinafter mentioned), or by or through his, their, or any of their acts, means, or default, or by or through, or by the acts, means, or default of any person or persons now or hereafter rightfully claiming any estate, right, title, charge, or interest, to, in, or upon the aforesaid land or ground, from, through, under, or in trust for him, them, or any of them, or any of the ancestors of the said (*vendor*).

Covenant for further assurance.

AND moreover, that he the said (*vendor*) and his heirs, and all persons claiming or possessing any estate, right, title, charge, or interest, in, to, out of, or upon, "the land or ground upon or over which" (1) the way or passage, hereby granted, bargained, and sold, or assured or intended so to be, as aforesaid, doth or shall pass or extend, or any part thereof, from, under, or in trust for him, them, or any of them, or any of the ancestors of the said (*vendor*) shall and will from time to time, and at all times hereafter, (such covenants and agreements on the part of the said (*purchaser*) as aforesaid being well and duly kept), upon every reasonable request, and at the expense of the said (*purchaser*) his heirs or assigns, make, do, execute, and perfect, all such further and other lawful and reasonable acts,

---

Way in esse.

(1) If the way be already in *esse* and is now to be transferred to a third person, omit the words within inverted commas.

deeds, conveyances, assurances, matters and things whatsoever, for the further, better, and more effectually, or satisfactorily granting, conveying, assuring, and confirming the said way, passage, and premises, or any part thereof, unto, and to and for the use and benefit of the said (*purchaser*) his heirs and assigns, in the manner aforesaid, and according to the true intent and meaning hereof, as he or they, or his or their counsel in the law shall require or advise. AND the said (*purchaser*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, with and to the said (*vendor*) his heirs and assigns, in the manner following, that is to say, that he the said (*purchaser*) his heirs and assigns, shall and will from time to time, and at all times hereafter, well and sufficiently repair, with good and proper materials, at his and their own costs and expense, the said road or way (1), hereby granted, bargained, and sold, or otherwise assured or mentioned or intended so to be, and keep the same at all times in a good, sound, perfect, and substantial state of repair and condition (2), with

Covenant by purchaser to keep the road in repair.

---

(1) If the way be granted through two or more closes of the grantor, a covenant should be inserted on the part of the grantee, (previously to this for repairs) that he will make and construct with good and durable timber, strong swing gates for the purpose of keeping the cattle of the grantor from going astray, or passing into the adjoining closes, and the covenant in the text should be so altered as to be made to extend to the keeping them in repair.

Gates, &c.

(2) The grantee is bound to keep in repair a way given him through another's ground. Pomfret *v.* Rycroft, 1 Saund. 322.

Repairs.

PURCHASES. *Right of Way.*

stones, gravel, or other good and proper materials, and by filling up and levelling all ruts and other holes and irregularities in the said road or way occasioned by the use and passage of the said (*purchaser*) his heirs and assigns, or others as aforesaid. AND further, that he the said (*purchaser*) his heirs or assigns, or any other person or persons claiming, entitled to, the right of said way or passage hereby granted, from, under, or in trust for him or them, by virtue of these presents, or otherwise howsoever, shall not nor will, at any time, deviate or depart from the said way or passage, to or upon the land or ground of the said (*vendor*) his heirs or assigns, thereto annexed or adjoining, nor suffer his or their horses, cows, sheep, oxen, hogs, or other cattle, to feed or browse upon the herbage or produce thereof. PROVIDED ALWAYS, and it is hereby expressly declared and agreed, by and between the said parties hereto, that the said (*vendor*) and his heirs, and all and every other owner or owners for the time being, of the land or ground, through or upon which the said way or passage doth or shall go or

Grantee will not deviate.

Grantor to have use of the way.

Ryder *v.* Smith, 3 Durnf. and E. 766. Taylor *v.* Whitehead, 2 Dougl. 745. This covenant therefore is not necessary, otherwise than as it affords an additional remedy for the grantor, by action on the covenant, if the way be out of repair, and the grantor reserve to himself the privilege of using it concurrently with the grantee.

Way in esse.

If the way be already in esse instead of the grantee's covenanting to keep the road in repair, it may be stipulated that he shall contribute so many days' work, or so many loads of road materials towards repairing it.

PURCHASES.

Right of Way.

extend, shall at all times during the subsistence of the grant hereby made, have, and possess, and that there is hereby expressly reserved to him and them respectively, a full and free use and enjoyment of the same concurrently and equally with the said (*purchaser*) his heirs and assigns, and also the full and entire use of, and dominion over the soil, land, and ground, and the produce and product thereof, in all respects, and to all intents and purposes in such and like manner as if these presents had not been made, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding (1). IN WITNESS, &c.

---

(1) Here may be added a covenant by the vendor for the production of the title deeds to the land over which the right is given, should it be deemed necessary, as in other cases.

No. LXV.

Conveyance of a Rent Charge *in Fee, or* Fee Farm Rent, *to a Purchaser* (1).

Variations *as in margin below.*

THIS INDENTURE of parts, made the day of in the year of the reign, &c. and in the year of our Lord BETWEEN (2) (*the vendor*) of , &c. of

How grantable. (1) A rent-charge is "an annual sum of less than the fourth of the yearly value of the land, for the payment of which premises are charged with a distress, and if it be of a greater amount than a fourth of the value it is a fee farm-rent," Co. Lit. 143, b. The most appropriate form of conveying of a rent-charge to a stranger is by *grant*, which therefore is the mode here adopted; but as seisin to uses may be had of a rent, which will be executed by the statute, Taylor v. Vale, Cro. Eliz. 166; it may likewise be transferred by bargain and sale enrolled, lease and release, or covenant to stand seised, and if it be conveyed to the *terre*-tenant or person seised of the land, it will pass by release alone, and a fine may also be levied, and a recovery suffered of a rent charge, see 2 Sand. Us. and Tr. 30, 2 Elem. Conv. 2d Ed. 329. 4 *ib.* 506. But if the conveyance be to the *terre*-tenant, it will operate as an extinguishment, unless made to a trustee for the purpose of being kept on foot, Lit. S. 479, 480. Co. Lit. 270, 280.

Wife. (2) If the wife of the grantor have a title to dower in the

PURCHASES.

Rent Charge, or Fee Farm Rent.

the part, and the (*purchaser*) of, &c. of the other part. WHEREAS by an indenture bearing date on or about the day of which was in the year and made or expressed to be made between (*the grantor*) of the one part, and the said (*vendor*) of the other part, the said (*grantor*) gave, granted, and confirmed unto the said (*vendor*) his heirs and assigns, a clear yearly rent charge, or annual sum of £ to be issuing and payable out of, and charged upon ALL, &c. payable half yearly, on the day of , and the day of in each year. AND WHEREAS the said (*purchaser*) hath contracted with (1) the said (*vendor*) for the purchase of the said yearly rent charge, or annual sum of £ free from incumbrances, (other than as hereinafter is mentioned) at the sum of £ and the same is now intended to be conveyed and assured to him in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH that in pursuance and execution of the said contract,

Recital of grant of the rent charge.

WITNESS, the vendor in consideration of the purchase money.

---

rent charge, make her a party, and vary the draft agreeably to Vol. II. No. XXXI. Dower.

If the conveyance be intended to be made to uses to bar dower, see Vol. I. No. XXVIII. and the variations for that purpose in Vol. II. No. XXXI. but in this case the conveyance must not be by bargain and sale under the statute of uses, and see *ante*, Vol. II. p. 8, n. (20).

(1) If the rent-charge was sold by public auction, make the recital of the contract, and of the payment of the purchase money, conformably to Vol. II. No. XXXI. p. 4. Auction.

PURCHASES.

Rent Charge, or Fee Farm Rent.

and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said *(vendor)* in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the inheritance in fee-simple in possession of the yearly rent charge, or annual sum hereinbefore described, the said (*vendor*) doth hereby acknowledge, [and of and from the same doth fully and absolutely acquit, release, discharge, and exonerate the said (*purchaser*) his heirs, executors, administrators, and assigns, and the said rent charge or annual sum, by these presents (1)]. He the said (*vendor*) HATH granted, bargained, and sold, and by these presents doth grant, bargain, sell, and confirm unto the said (*purchaser*) and his heirs, ALL (2) that yearly rent

Grants and releases the rent charge.

Bargain and sale enrolled.

(1) If the grant be intended to be accompanied by a bargain and sale to be enrolled, add,

"And which said sum of £ is the same sum of £ as is mentioned to be the consideration money in a certain indenture of bargain and sale intended to be enrolled in his majesty's court of , bearing even date herewith, and made between the said (*vendor*) of the one part, and the said (*purchaser*) of the other part."

Moiety, &c.

(2) If the conveyance be of a moiety or other portion only of the rent, see Vol. I. No. XXVI.

Remainder, &c.

And if it be of a remainder or reversion expectant upon the determination of any prior estate, see *ib.* No. XXIV.

PURCHASES.

Rent Charge, or Fee Farm Rent.

charge, or annual sum of £ , so granted or assured, in or by the hereinbefore in part recited indenture of the day of and thereby made issuable and payable out of, and charged and chargeable upon the several messuages, lands, and hereditaments therein described or comprised, as hereinbefore is recited or mentioned, with all and every benefit and advantage of distress and entry, and of all other powers and remedies whatsoever reserved to or vested in him the said (*vendor*), his heirs and assigns, or other person or persons for him or on his behalf, by or by virtue of the said in part recited indenture or otherwise howsoever, for recovering and receiving the same; together with all and all manner of other rights, privileges, advantages, appendages, and appurtenances whatsoever to the said yearly rent charge, or annual sum belonging, or in any wise appertaining. AND all the estate, right, title, interest, use, trust, property, possession, possibility, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*) in, to, out of, upon or respecting the same or any part thereof (1). [TOGETHER with

Grant of title deeds.

---

(1) If the conveyance be by lease and release, add,

Lease and release.

"Which said yearly rent charge is now legally vested in the said (*purchaser*), by virtue of a bargain and sale for one year to him thereof made by the said (*vendor*) for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents, and by

PURCHASES.

Rent Charge, or Fee Farm Rent.

the said in part recited indenture of the day of and all other deeds, muniments, writings, and evidences whatsoever, which in anywise relate to the same rent, hereditaments, and premises, either alone or together with other hereditaments or property of inferior value, and which now or hereafter shall or may be in the possession or lawful power of the said (*vendor*) his heirs or assigns, or of any person or persons from whom he or they can or may procure the same, without action or suit at law or in equity; and true and attested copies (duly stamped), when and as the said (*purchaser*), his heirs or assigns, shall require the same, of [the several deeds, muniments, writings, and evidences, comprised or mentioned in the schedule hereunder written, or hereunto annexed, and of] all other deeds, muniments, writings, and evidences (not being of record) which now are or hereafter shall or may be so in the possession, custody or lawful power of the said (*vendor*) or his heirs as aforesaid, in anywise relating to the same rent, hereditaments and premises, jointly with other hereditaments or property of equal or greater value, such copies, when first required, to be made and delivered at the expense of the said (*vendor*) his heirs, executors, or administrators; but all future copies to

And copies.

---

force of the statute made for transferring uses into possession, and the reversion and reversions, remainder or remainders, of and in the same."

PURCHASES.

Rent Charge, or Fee Farm Rent.

To HOLD to the purchaser in fee-simple.

be made and taken at the expense of the said (*purchaser*) his heirs or assigns. To HAVE AND TO HOLD the said yearly rent charge, or annual sum, hereditaments, powers, remedies, and other the premises, hereinbefore granted, bargained, sold, and confirmed, or otherwise assured, or mentioned or intended so to be, with their and every of their rights, members, privileges, appendages, and appurtenances, unto "and to and for the use and behoof of the said (*purchaser*) his heirs and assigns for ever" (1). AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, grant, and agree with and to the said (*purchaser*) his heirs and assigns, in the manner following (2), (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever at any time heretofore made, done, executed, or knowingly occasioned, suffered, or omitted by him the said (*vendor*) or any of his ancestors, [or any of his or their trustees or trustee] to the contrary, he the said (*vendor*) at the time of the sealing and delivery of these presents, is lawfully, rightly, and absolutely seised as of fee, in his own right and to his own use, of the yearly rent charge, or annual sum, hereditaments, and premises, hereinbefore granted and confirmed, or mentioned or intended

Covenant by vendor that he is seised in fee.

(1) If the vendor's wife be a party, add here a covenant to levy a fine, for the form of which, see Vol. II. No. XXXI. p. 14. Wife.

(2) If the wife of the vendor be a party, make these covenants accord with that circumstance, as in Vol. II. No. XXXI. p. 20. Wife.

PURCHASES. to be as aforesaid, as of, in, and for a good, perfect, clear, absolute, and indefeasible estate of inheritance, in fee simple in possession, and in severalty, without any manner of trust, condition, power of revocation, or of limiting or declaring any new or other use or uses, or any other qualification, restriction, matter or thing whatsoever, expressed or implied, which can or may revoke, determine, abridge, qualify, alter, charge, incumber, or prejudicially affect the same in any manner howsoever. AND that [he the said (*vendor*) and his heirs, shall and will continue so seised as aforesaid (save only so far as such seisin is or may be affected by these presents) until the said rent, hereditaments and premises shall be fully and absolutely vested in the said (*purchaser*), his heirs or assigns, as of or for the same or a like estate. AND ALSO, that] (for and notwithstanding any such act, deed, matter, or thing as aforesaid), he the said (*vendor*) now hath in himself, full power, and lawful and absolute right and title to grant, bargain, sell, and confirm, all and singular the said rent, hereditaments and premises, and the possession, reversion, and inheritance thereof, "unto and to the use and behoof of the said (*purchaser*), his heirs and assigns, in the manner aforesaid," and according to the true intent and meaning of these presents. AND further, that (1) he the said (*pur-*

Rent Charge, or Fee Farm Rent.

And will continue seised until, &c.

And hath right to convey.

Dower.

(1) If the conveyance be to a trustee for preventing dower, those parts of this and the preceding covenant, which are included within inverted commas, will be more correct if framed agreeably to the corresponding parts of the like covenants in Vol. II. No. XXXI. p. 93, n. (1).

PURCHASES.

Rent Charge, or Fee Farm Rent.

That the purchaser shall quietly enjoy.

chaser), his heirs and assigns, shall or lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, have, hold, possess, and enjoy, the said yearly rent charge, or annual sum, hereditaments, and premises, and receive and retain all and singular the proceeds thereof, to arise or be payable from and after the day of now last past, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said (*vendor*) or his heirs, or any person or persons now or hereafter having or rightfully claiming any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or concerning the same, or any part thereof, from, through, under, or in trust for him, them, or any of them, or any of the ancestors of the said (*vendor*). AND that free and clear, and clearly and absolutely discharged and exonerated, or otherwise by and at the expense of the said (*vendor*), his heirs, executors, or administrators, effectually defended, protected, and indemnified of, from, and against all former and other gifts, grants, bargains, and sales, [releases, settlements, mortgages, demises, leases, contracts, devises, wills, conveyances, assurances, descents, uses, trusts, limitations, entails, conditions, estate, right and title of or to dower, remainders, reversions in the crown or elsewhere, judgments, decrees, recognizances, statutes, extents, executions, sequestrations, ele-

Free from incumbrances.

PURCHASES.

Rent Charge, or Fee Farm Rent.

gits, debts of record, debts due to the king, or any of his predecessors, legacies, portions, forfeitures, rights of entry, and cause and causes thereof, fines, amerciaments, and all and singular other] estates, rights, titles, interests, charges, and incumbrances whatsoever, which at any time or times heretofore have been, or which at any time hereafter shall or may be made, created, executed, committed, occasioned, or suffered by the said (*vendor*), his heirs or ancestors, or any other person or persons now or hereafter rightfully claiming, or having title to claim any estate, right, title, or interest, [either at law or in equity], from, through, under, or in trust for him, them, or any of them, or by or through his, their, or any or either of their acts, defaults, means, consent, or privity, and particularly of, and from, &c. (*insert incumbrances, if any*). AND moreover, that he the said (*vendor*) and his heirs, and all and every persons or person, now or at any time hereafter, rightfully claiming, or having title to claim any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or respecting the rent, hereditaments and premises hereby granted, bargained, sold, and confirmed, or mentioned or intended so to be, or any part thereof, from, through, under, or in trust for him, them, or any or either of them, or any of the ancestors of the said (*vendor*), shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and

Covenant for further assurance.

PURCHASES.

Rent Charge, or Fee Farm Rent.

expense of the said *(purchaser)*, his heirs or assigns, [make, do, acknowledge, levy, suffer, execute, and perfect, or] cause and procure to be made, done, acknowledged, levied, suffered, executed, and perfected, with all convenient and proper despatch, all and every such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever, [whether by fine or fines, with or without proclamations, common recovery or recoveries, deed or deeds enrolled or otherwise, release, confirmation, declaration, or limitation of or to any use or uses, or other assurance or assurances, of record or not of record,] for the further, better, more perfectly, fully, absolutely, or satisfactorily granting, conveying, confirming and assuring the same rent, hereditaments, and premises, with the rights, privileges, powers, remedies, and appurtenances thereto belonging, unto, and to and for the use, behoof, and benefit of the said (*purchaser*), his heirs and assigns, in such manner and form as he the said (*purchaser*), his heirs or assigns, or his or their counsel in the law (being of the degree of a barrister), shall advise and require, [and prepare and tender (if the nature thereof permit), for his or their signature and execution; so that such further assurance or assurances, or any of them, do not contain nor imply any further or other warranty or covenant, than against or on the part of the person or persons who shall be required to make or execute the same, his, her, or

PURCHASES.

Rent Charge, or Fee Farm Rent.

their devisors, ancestors, heirs, executors, or administrators, and his, her, or their own respective acts, deeds, omissions, or defaults; and so that the person or persons who shall be required to make or execute any such assurance or assurances, be not obliged to go from his, her, or their then place or respective places of abode, for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses]; which said acts, deeds, and assurances respectively, shall (unless otherwise declared or expressed) be and endure in corroboration and confirmation of these presents, and of the estate and interest hereby, or mentioned or intended to be hereby granted or otherwise assured (1).] IN WITNESS, &c.

Title deeds.

(1) If the title deeds be not delivered to the purchaser, add a covenant for their production, as in Vol. II. p. 39, or prepare a separate deed for that purpose, agreeably to the form referred to, INDEX *voc.* TITLE DEEDS.

Execution, &c.

*** As to the execution by the parties, attestation of witnesses, &c. &c. see Vol. I. No. XVI. p. 184.

Enrolment.

The conveyance of a rent charge, as of other things not capable of any visible occupation or possession, should be enrolled, see *ante*, Vol. I. p. 171, n. (9).

No. LXVI.

Conveyance to a Purchaser of a Freehold Rent Charge *or* Life Annuity, *granted to the Vendor and his heirs* (1).

THIS INDENTURE of four parts, made the day of in the year, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the first part, (*the vendor's trustee of a term*) of, &c. of the second part, (*the purchaser*) of, &c. of the third part, and (*the purchaser's trustee of the term*), of the fourth part. WHEREAS, by an indenture of lease and release bearing date respectively the and days of in the year of our Lord , and made or expressed to be made between the (*grantor of the rent charge*) of the first part, the said (*vendor*) of

Parties.

Recital of grant of annuity.

(1) For an assignment to a purchaser of a life annuity granted to the vendor and his personal representatives, see *post*, and see also the variations subjoined to that precedent, most of which are applicable to this.

PURCHASES.

Rent Charge, or Life Annuity.

the second part, and (*his trustee or termor*) of the third part, the said (*grantor*) for a valuable consideration therein mentioned, conveyed and assured the hereditaments hereinafter described, with the appurtenants, unto the said (*termor*) and his heirs, To the use and intent that the said (*vendor*), his heirs and assigns, might receive and take an annuity or yearly sum of £ thereby charged upon and made issuable out of the said hereditaments during the life of the said (*grantor*), by equal quarterly payments, upon the day of , the day of , the day of , and the day of , in every year. And (in case of the decease of the said (*grantor*) between either of the said days) a proportionable part of the said annuity or yearly rent charge to be computed from such of the said quarterly days of payment as should next happen before the day of his decease up to the day of his death. AND to the further use and intent, that in case the said annuity or yearly rent charge, or any part thereof, should be behind for twenty-one days next after any of the aforesaid days of payment, that he the said (*vendor*), his heirs or assigns, might enter and distrain upon the said hereditaments, and sell or otherwise dispose of the distress or distresses so taken according to law, for the purpose of paying all arrears of the said annuity or yearly rent charge, and the expenses occasioned by such default as aforesaid. AND ALSO to the further use and intent that if the said annuity or yearly

Rent Charge, or Life Annuity.

rent charge or any part thereof should be in arrear for the space of forty days next after any of the days appointed for payment thereof, he the said (*vendor*), his heirs or assigns, might enter into or upon the said hereditaments, and hold and enjoy the same without impeachment of waste, and receive the rents and profits thereof for his and their own use, until he or they should thereby or otherwise be fully paid the said arrears. AND subject to the said annuity, or yearly rent charge, and the remedies aforesaid, for the recovery thereof, to the use of the said (*termor*), his executors, administrators, and assigns, from the day next before the day of the date of the said indenture of release, for the term of ninety-nine years thence next ensuing, if the said (*grantor*) should so long live, without impeachment of waste, but in trust for the said (*vendor*), his heirs and assigns, for better securing the payment of the said annuity or yearly rent charge of £ , yet nevertheless to permit the said (*grantor*) and his assigns to receive the rents and profits of the said hereditaments, so long as the said annuity or yearly rent charge should be duly paid, but if the same should happen to be in arrear for the space of sixty days next after any of the said days appointed for payment thereof, then upon trust that he the said (*termor*), his executors, administrators, or assigns, should by the said rents and profits, or by demising the said hereditaments, or by sale or mortgage thereof, or by any other lawful means whatsoever raise and levy so much of the said

PURCHASES. *Rent Charge, or Life Annuity.*

annuity or yearly rent charge, as should be so in arrear, together with all expenses thereby occasioned, and pay the surplus (if any) of the monies so to be raised, (if the same should be raised out of the annual rents and profits,) unto the said (*grantor*); but if by mortgage and sale of the said hereditaments, then to apply and invest the said surplus monies in other the manner therein particularly mentioned. AND whereas a warrant of attorney bearing even date with the said indenture of release, was given by the said (*grantor*) to certain persons therein named for confessing and entering up against him a judgment as of term then next, for the sum of £ and costs of suit upon a bond bearing even date with the said warrant of attorney, and by him also given to the said (*vendor*) for securing the payment of the said annuity or yearly rent charge, and judgment was entered up accordingly in his Majesty's Court of King's Bench at Westminster, and is still on record of the said Court. AND WHEREAS the said (*purchaser*) hath agreed with the said (*vendor*) for the purchase of the said annuity or yearly rent charge of at or for the price or sum of £ . And the said (*purchaser*) hath requested that the said term of , and also the said judgment, may be assigned to the said (*trustee*) in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ , of lawful and current money of that part of the United Kingdom of Great Britain and Ireland,

Warrant of attorney.

Bond.

Judgment.

Contract for purchase.

WITNESS, that vendor in consideration, &c.

called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof in full for the absolute purchase of the said annuity or yearly rent charge, by the said (*purchaser*), the said (*vendor*) DOTH hereby acknowledge, and of and from the same sum and every part thereof, doth acquit, release, and discharge the said (*purchaser*), his heirs, executors, administrators, and assigns, for ever, by these presents, He the said (*vendor*) HATH granted, bargained, sold, aliened, and released, and by these presents DOTH grant, bargain, sell, alien, and release, unto the said (*purchaser*), and his heirs, ALL that the said annuity or clear yearly rent charge or sum of £ so charged upon, and issuing and payable out of the messuages, hereditaments, and premises, comprised in the hereinbefore in part recited indentures of lease and release as hereinbefore is expressed, and all arrears, if any, thereof; together with all remedies, powers, and means given to or vested in the said (*vendor*), his heirs or assigns, for the recovery and receiving of the same, (and which said annuity or yearly rent charge is now in the actual possession of the said (*purchaser*), by virtue of a bargain and sale to him thereof made for one year by the said (*grantee*) for five shillings consideration, bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses to possession. And the reversion and reversions, remainder and

PURCHASES.

Rent Charge, or Life Annuity.

The vendor grants, &c.

Said annuity or rent charge.

PURCHASES.

Rent Charge, or Life Annuity.

remainders, and all and every the produce and profit of the same annuity or yearly rent charge, from time to time to arise, grow, or accrue, during the life of the said *(vendor)*, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*), in, to, or concerning the same. To HAVE, hold, receive, perceive, take and enjoy the annuity, yearly rent charge, or annual sum of £ , and premises hereby granted and released, or otherwise assured or expressed and intended so to be, unto and by the said (*purchaser*) and his heirs, to and for the use and behoof of him the said *(purchaser)* and his heirs and assigns absolutely, as and for his and their own proper annuity, yearly rent charge, or annual sum, for and during the natural life of him the said (*grantor*), *(or as the case may be)*.

To hold to the purchaser and his heirs during, &c.

FURTHER WITNESS, that termor assigns term to new trustee.

AND THIS INDENTURE ALSO WITNESSETH, that for the considerations aforesaid, and also for and in consideration of the sum of five shillings of lawful money aforesaid, by the said *(new trustee)*, in hand paid to the said (*termor*) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said (*termor*), at the request and by the direction and appointment of the said (*vendor*) and the said (*purchaser*) respectively, testified by their being parties to these presents, HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, and the (*vendor*) doth assign, ratify, and confirm, unto

the said (*trustee*), his executors, administrators, and assigns, ALL that and those the said messuages and hereditaments, and other the premises comprised in the hereinbefore in part recited indenture of release, and thereby assigned to him the said (*termor*) as aforesaid. And all the estate, right, title, interest, trust, term of years yet to come and unexpired, claim, and demand whatsoever of him the said (*termor*), in, to, or concerning the same premises, and every or any part thereof. TO HAVE AND TO HOLD the said messuages, &c. and other the hereditaments and premises lastly hereinbefore assigned or otherwise assured or intended so to be, unto the said (*trustee*), his executors, administrators, and assigns, for all the residue or remainder yet to come and unexpired of the said term of ninety-nine years therein; upon trust, for securing the payment of the said annuity or yearly rent charge of £ , unto the said (*purchaser*) and his heirs, according to the true intent and meaning of the said recited indenture of release, and of these presents. And the said (*termor*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said (*trustee*), his executors and administrators, that he the said (*termor*), hath not at any time heretofore made, done, executed, committed, or knowingly suffered, nor been party or privy to any act, deed, matter, or thing whatsoever, whereby or by means whereof the hereditaments and premises hereby assigned, or expressed and intended so to be, or

PURCHASES.

Rent Charge, or Life Annuity.

To hold for the residue of the said term of years.

Upon trust, &c.

Covenant by termor that he has not incumbered.

PURCHASES.

Rent Charge, or Life Annuity.

Covenant by vendor for title, &c.

any part thereof, are, or is, or can or may be impeached, charged, incumbered, or prejudicially affected in title, estate, or otherwise howsoever (1). And the said (*vendor*), for himself, his heirs, executors, and administrators, doth covenant and grant, to and with the said (*purchaser*), his heirs and assigns, by these presents, in the manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said (*vendor*) committed or knowingly suffered, to the contrary, he the said (*vendor*), at the time of the sealing and delivery of these presents, is lawfully and rightfully seised of, or well entitled to the said annuity or yearly rent charge of £ , hereby granted and released, or otherwise assured or intended so to be, during the natural life of the said (*grantor*). And that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, release, and assure the said annuity, or yearly rent charge, unto the said (*purchaser*), his heirs and assigns, in the manner aforesaid. And further that it shall be lawful for the said (*purchaser*), his heirs and assigns, peaceably and quietly to have, receive, and take the said annuity or yearly rent charge of £ , for

---

Policy.

(1) If there be a policy of assurance in the grantee's life, to be assigned to the purchaser, insert the assignment here, as *post*, rider (A) p. 84.

PURCHASES.

Rent Charge, or Life Annuity.

and during the natural life of the said (*grantor*), without any suit, trouble, hindrance, or interruption whatever, of or by the said (*vendor*), his heirs or assigns, or any other person or persons whomsoever, lawfully claiming or to claim, by, from, under, or in trust for him. And that free and clear, and freely and clearly, acquitted, exonerated, and discharged, of and from all incumbrances whatsoever, by him made, done, or knowingly suffered. And moreover, that he the said (*vendor*), and every other person lawfully claiming, or who shall or may hereafter lawfully or equitably claim any estate, right, title, trust, or interest in, to, or out of the annuity or yearly rent charge hereby granted and released, or otherwise assured or expressed, and intended so to be or any part thereof, by, from, under, or in trust for him or them, shall and will from time to time, or at any time or times hereafter during the natural life of the said *(grantor)* upon the request, and at the costs and charges of the said (*purchaser*), his heirs or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every, or any such further or other lawful and reasonable acts, deeds, conveyances, matters, and things whatsoever, in the law, for the further and better or more satisfactorily granting, assigning, and assuring the same annuity or yearly rent charge unto the said (*purchaser*) his heirs and assigns, in the manner aforesaid, for the remainder then to come of the natural life of the said (*grantor*), and for better empowering and

PURCHASES.

Rent Charge, or Life Annuity.

FURTHER WITNESS, assignment of judgment.

enabling him or them to recover and receive the same, as by the said (*purchaser*), his heirs or assigns, shall be lawfully and reasonably advised and required. AND THIS INDENTURE ALSO WITNESSETH, that for the considerations aforesaid, and also for and in consideration of the sum of five shillings of lawful money aforesaid, by the said (*trustee*) to the said (*vendor*), at the request, and by the direction and appointment of the said (*purchaser*), testified as aforesaid, HE the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*trustee*), his executors, administrators, and assigns, ALL that the judgment hereinbefore mentioned to have been and now being entered upon record of his Majesty's Court of King's Bench at Westminster, for the said sum of £ , and all benefit and advantage thereof, and all monies thereby secured, or which can or may be recovered thereupon, and all the powers and remedies which the said *(vendor)* hath for the recovery or getting in the same, or for suing out execution upon, or otherwise prosecuting the said judgment. TO HAVE, hold, perceive, receive, and take the said judgment and monies hereby assigned or intended so to be, unto and by him the said *(trustee)*, his executors, administrators, and assigns, upon trust, for better securing the said *(purchaser)*, his heirs and assigns, the due and punctual payment of the said annuity or yearly rent charge of £ , hereby granted and released, or

To hold to trustee for better securing said rent charge.

otherwise assured or intended so to be, on the days or times hereinbefore mentioned for payment thereof, and all costs and charges to be incurred or sustained in recovering and receiving the same. AND for the purposes last aforesaid, the said *(vendor)* hath nominated, constituted, and appointed, and by these presents doth nominate, constitute, and appoint the said *(trustee)* his true and lawful attorney in the name of him the said (*vendor*), or otherwise to sue forth and prosecute any writ or writs of execution, and any other proceeding or proceedings upon the said judgment, and to do, perform, and execute every other lawful act, matter, and thing whatsoever in relation thereto, as fully, amply, and effectually, to all intents and purposes, as he the said (*vendor*), his heirs, executors, or administrators, could or might do, or have done, if these presents had not been made. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said (*trustee*), his executors, administrators, and assigns, that he the said (*vendor*) hath not at any time heretofore made, done, committed, or knowingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the judgment hereby assigned, or expressed and intended so to be, is, can, or may be released, discharged, vacated, or prejudiced in any manner howsoever. And also that he the said *(vendor)*, his heirs, executors, and administrators, shall and will at all times hereafter justify, allow, ratify, and confirm, all and whatsoever the said *(trustee)*,

PURCHASES.

Rent Charge, or Life Annuity.

Power of attorney.

Covenant by vendor that he has not incumbered the judgment.

PURCHASES.

Rent Charge, or Life Annuity.

his executors, or administrators, shall or may lawfully do, or cause to be done, in or about the premises, and that he the said (*vendor*), his executors, or administrators, shall not, nor will revoke or make void the powers or authorities hereby given to the said *(trustee)*, his executors, administrators, or assigns, nor release, discharge, or vacate the said judgment, or the monies thereby secured or recoverable thereupon, nor do, or cause to be done, any act, or thing whatsoever, to impede or delay any proceedings to be hereafter had upon the said judgment, nor otherwise act or interfere in or about the same than as the said *(trustee)*, his executors, administrators, or assigns, shall or may direct or require. AND moreover, that he the said (*vendor*), his heirs, executors, or administrators, shall and will at any time or times hereafter, at the request of the said (*trustee*), his executors, administrators, or assigns, make, do, and execute all such further and other lawful and reasonable acts and things in the law whatsoever, for the better empowering and enabling the said (*trustee*), his executors, administrators, and assigns, to make use of and take all benefit and advantage of the said judgment, or to acknowledge satisfaction upon the record thereof, as by the said (*trustee*) his executors, administrators, or assigns, or his, their, or any of their counsel in the law shall be lawfully and reasonably advised and required. PROVIDED ALWAYS, and lastly it is hereby agreed and declared, that it shall be lawful for the said (*trustee*), his executors, administrators,

Trustee to retain his expenses, &c.

PURCHASES.

Rent Charge, or Life Annuity.

and assigns, by and out of the monies which by virtue of these presents, or any proceeding to be had or taken by him or them upon the said judgment, or in pursuance of the trusts hereinbefore declared or contained shall come to his or their hand or respective hands, to deduct and retain to and for himself and themselves all such costs, charges, and expenses, as he or they respectively shall or may sustain, be put unto or reasonably expend, in or concerning the execution of the trusts or authorities to him or them given, or in him or them reposed or vested by these presents. And also that he the said (*now trustee*), his executors, administrators, and assigns, or any of them, shall not be charged or chargeable with or for any sum or sums of money other than such as shall actually come to his or their hand or respective hands, nor with or for any costs or damage which shall or may happen in or concerning the premises, without his or their respective wilful default. IN WITNESS, &c.

PURCHASES.

Rent Charge, or Life Annuity.

(A) *Assignment of Life Policy of Assurance*, See *ante*, p. 78.

WHEREAS by a deed poll or policy of insurance, under the hands and seals of of the directors of the insurance office in the city of London, bearing date the day of , and numbered the sum of was assured to be paid to the said (*vendor*), his executors, administrators, or assigns, in case of the decease of the said (*grantor*), within years from the date thereof, in consideration of the annual premium of £ to be paid on the day of in each year. AND WHEREAS upon the treaty for the aforesaid purchase, it was agreed that the benefit of the said policy should be assigned to the said (*purchaser*). NOW THIS INDENTURE FURTHER WITNESSETH, that for the considerations hereinbefore expressed, he the said (*vendor*) hath granted, bargained, sold, assigned, transferred, and made over, and by these presents doth grant, bargain, sell, assign, transfer, and make over unto the said (*purchaser*), his executors, administrators, and assigns, ALL that the hereinbefore in part recited deed poll of insurance, under the hands and seals of of the directors of the insurance office in London, bearing date the day of and numbered , whereby the life of the said (*grantor*) is expressed to be insured by the said office, in or for the sum of £ , together with all and every sum and sums of money to be at any time due and recoverable upon or by virtue of the said policy, and all the estate, right, title, and interest whatsoever of him the said (*vendor*), his executors, administrators, and assigns, in or to the same. To have, hold, receive, take, and enjoy the said deed poll, instrument, or policy of insurance, together with all and every sum and sums of money which at

PURCHASES.

Rent Charge, or Life Annuity.

any time, and from time to time shall become due upon or by virtue of the same, and all and every other benefit and advantage to be had or derived therefrom, either at law or in equity, unto the said (*purchaser*), his executors, administrators, and assigns, to and for his and their own use and benefit. And for the better and more effectually enabling the said (*purchaser*), his executors, administrators, and assigns, to enforce the payment of the said sum of £ due upon the said judgment, and also to recover all such sum or sums of money as shall be payable by virtue of the said policy of assurance. He the said (*vendor*) hath made, deputed, constituted, and appointed, and by these presents doth make, depute, constitute, and appoint the said (*purchaser*), his executors, administrators, and assigns, his true and lawful attorney and attorneys irrevocable, for him the said (*vendor*), and in his name or otherwise, but for the sole use and benefit of the said (*purchaser*), his executors, administrators, and assigns, to sue out and take or cause to be sued out and taken, any execution or executions upon the said judgment, and upon payment of the said sum of £ and costs, to acknowledge satisfaction upon the record of the judgment, and to make or give any other release or discharge for the same; and also for and in the name of the said (*assignor*), his executors, or administrators, or otherwise, to ask, demand, sue for, recover, and receive, of and from the said insurance office, and all and every the person or persons to whom it doth, shall, or may belong to pay the same, the said sum of £ or all and every the sum or sums of money which shall or may be payable for or by virtue of the said hereinbefore in part recited policy of insurance, and to sign and give receipts, acquittances, and other proper and effectual releases and discharges for the same; and on non payment thereof, or of any part thereof respectively, to use and take all such lawful and equitable ways and means for obtaining or recovering the same as shall be deemed necessary or expedient in that behalf; and also from time to time to substitute, nominate, and appoint one or more attorney or attorneys under him the said (*purchaser*), his executors, administrators, or as-

Letter of attorney.

PURCHASES.

Rent Charge, or Life Annuity.

signs, and him and them at his or their pleasure to displace or remove; and generally for and in the name of the said (*vendor*), his executors, or administrators, to do, make, execute, and perfect all and every, or any other lawful act and acts, thing and things whatsoever, which shall be deemed requisite or expedient in or concerning the premises, as fully and amply to all intents and purposes whatsoever as he the said (*vendor*), his executors or administrators, might or could do or have done, if these presents had not been made; he the said (*vendor*) hereby transferring unto the (*purchaser*), his executors, administrators, and assigns, his full and whole right, power, and authority in the premises, to every intent and purpose; and hereby ratifying and confirming, and promising, and agreeing to ratify, allow, and confirm all and whatsoever the said (*purchaser*), his executors, administrators, or assigns, or his or their attorney or attorneys, shall lawfully do or cause to be done in or about the premises by virtue of these presents.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Lives.

II. CONVEYANCES AND ASSIGNMENTS OF LEASES FOR LIFE, AND FOR YEARS, AND OF PERSONAL INTERESTS TO PURCHASERS.

No. LXVII.

Conveyance by a Vendor to a Purchaser of a Lease *for One or more* Life *or* Lives.

Variations *where the* Vendor *is seised in right of his* Wife.

THIS INDENTURE, made the day of in the year of the reign, &c. and in the year of our Lord BETWEEN (*the vendor*) (1) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS by an indenture of demise or lease, bearing date the day of , which was in the year ,

Recital of lease for lives.

---

(1) Although the vendor have a wife living she need not be a party, as a woman is entitled to dower only out of estates of inheritance, and not of mere descendible freeholds. See 1 Rol. Ab. 676, G. 2 Elem. Conv. 2d edit. p. 232.

Wife.

But if the estate be the wife's, she must concur in the conveyance, by levying a fine *sur concessit*, and be made a party to the deed for the purpose of declaring the uses.

Wife's estate

N. B. For annotations on such parts of this deed upon which none are here made, see those subjoined to No. LXXI.

PURCHASES. LEASEHOLDS. *Vendor of Lease for Lives.*

and made or expressed to be made between (*the lessor*) Prebendary of the prebend of of the one part, and the said (*vendor*) of the other part, and by livery made in pursuance thereof, the said (*lessor*) for good and sufficient considerations therein mentioned, demised and leased unto the said (*vendor*) his heirs and assigns, ALL, &c.(1) TO HOLD the same with the appurtenances unto the said (*vendor*) his heirs and assigns, from the making thereof for the natural lives of (*the nominees or celles que vies*) of, &c. and the natural life of the longest liver of them, under and subject to the yearly rent of £ and the several covenants and agreements therein contained on the part of the said (*vendor*) his heirs and assigns to be respectively paid, performed and observed, [as in and by the said indenture of lease, relation being thereunto had will more fully appear]. AND WHEREAS by indenture, bearing date the day of which was in the year , and made between the (*lessor*) of the one part, and the said (*vendor*) of the other part, in consideration of the surrender of the said last in part recited indenture of lease, and of a sum of money therein mentioned to be paid as a fine for renewal of the said lease, by adding a new life in the room of the said (*one of the nominees*) then deceased, the said (*lessor*) granted and demised the said manor or prebend, and other the premises comprised in the

Recital of renewal of the lease.

Parcels.

(1) Insert here an exact description of the premises and general words from the lease.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Lives.

said in part recited indenture of lease of the day of unto the said (*vendor*) his heirs and assigns, from the making thereof, for and during the natural lives of the said (*nominees*) and the life of the longest liver of them, under and subject to the said yearly rent of £ and the like covenants and agreements as in the said hereinbefore in part recited indenture of lease is contained, on the part of the said tenant or lessee of the said premises to be respectively observed and performed. AND WHEREAS the said (*purchaser*) has contracted with the said (*vendor*) for the purchase of the said manor, &c. comprised in the said indenture of lease, for all the estate and interest thereby demised or granted, at the price or sum of £ , and the same are now intended to be conveyed and assured to him and his heirs in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the manor or prebend, hereditaments and premises hereinbefore particularly described, for and during the natural lives of the said (*nominees*) and the life of the longest liver of them, and other the estate and interest of him the said (*vendor*) and his heirs therein, the said (*vendor*) doth hereby

Contract for purchase.

WITNESS, in consideration of purchase money.

PURCHASES. LEASEHOLDS. *Vendor of Lease for Lives.*

acknowledge, [and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (*purchaser*), his heirs, executors, administrators, and assigns, and the said manor or prebend, and premises, as well by these presents, as by the receipt for the same sum hereupon indorsed] HE the said (*vendor*) HATH granted, bargained, sold, aliened, and released, and by these presents DOTH grant, bargain, sell, alien, and release (1) unto the said (*purchaser*) and his heirs, ALL that, &c. or howsoever otherwise, the said manor or prebend messuages, lands, tenements, and hereditaments, or any of them, now are, or is, or heretofore were or was situated, tenanted, called, known, described, or distinguished; and also all other the messuages, lands, tenements, and hereditaments (if any) which are described or comprised in a certain indenture of bargain and sale for a year, hereinafter mentioned to bear date the day next before the day of the date hereof; being the manor, prebend, &c. [*or* part and parcel of the manor, prebend, &c.] comprised in the said first hereinbefore in part recited indenture of lease, TOGETHER with all [houses, out-houses, buildings, barns, stables, coach-houses, dove-houses, yards, cellars, vaults, areas, benefit

Vendor grants and releases.

Parcels.

"Release."

(1) A lease for lives being a freehold interest, must be executed and conveyed either by lease and release or other conveyance under the statute of uses, or else by delivery of possession, whether it be limited to the heirs or to the executors of the grantee.

and advantage of ancient and other lights, ways, paths, passages, gardens, orchards, ponds, waters, land covered with water, water-courses, timber and other trees, woods, underwoods, and the ground and soil thereof, mines, quarries, rights and privileges of common, feeding and foldage of every kind, and all] and all manner of [other] rights, privileges, emoluments, profits, easements, appendages, advantages, and appurtenances, whatsoever, (except as hereinafter is excepted) to the said manor or prebend, hereditaments, and premises, or any of them, or any part thereof, belonging, or in any wise appertaining, or reputed, accepted, taken, or known as part, parcel, or member thereof, in whose tenure, occupation, or possession soever the same or any part thereof may be, [together with the view of frank pledge of all courts, courts leet, and other courts, perquisites and profits of courts, privileges, franchises, customs, chief rents, fines, heriots, reliefs, jurisdictions, and services whatsoever to the said manor, prebend, leets, courts, and premises, belonging or appertaining with their appurtenances; (except and reserved out of the said demesne unto the said (*lessor*) and his successors all tithes of corn, grain, hay, &c. AND also except unto the said (*lessor*) and his successors all and all manner of timber trees, and other trees likely to become timber, which now are, or hereafter shall or may during the continuance of the said demise, be in or upon the said premises hereby demised, or upon any part there-

Exceptions.

And timber.

PURCHASES. LEASEHOLDS.

Vendor of Lease for Lives.

Reference to the bargain and sale for a year.

of) (*or otherwise according to the original demise*), All which said manor, prebend, hereditaments and premises, are now in the actual possession of, or legally vested in the said (*purchaser*) by virtue of a bargain and sale (1) to him thereof made by the said (*vendor*) for five shillings consideration, by indenture bearing date on the day next before, and executed previously to the sealing and delivery of these presents, for the term of one year, commencing from the day next preceding the day of the date of the same indenture, and by force of the statute made for transferring uses into possession), and the reversion and reversions, and remainder and remainders, of and in the said hereditaments and premises respectively, and all and singular the rents, issues, profits, and proceeds to arise or become payable for or in respect of the same, or any part thereof, by reason of any underlease or underleases thereof, or of any part thereof, or otherwise howsoever, from the day of now last past; and all the estate, right, title, interest, use, trust, property, possession, term and terms for years, and for life or lives, right and benefit or privilege of renewal, and of naming or substituting any new life or lives, possibility, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) in, to, out of, upon, or respecting the said hereditaments

Bargain and sale for a year.

(1) See the form of this bargain and sale, Vol. I. No. XIV. p. 117.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Lives.

Grant of title deeds.

and premises, or any of them, or any part thereof, by virtue of the said in part recited indentures, or either of them, together also with the same indentures, and all other indentures, deeds, muniments, and evidences of title now or hereafter in the possession or lawful power of the said (*vendor*) or his heirs or assigns, or of any person or persons from whom he or they can or may procure the same, without action or suit at law or in equity, in any wise relating to the estate and premises, or interest hereby granted and released, or otherwise assured, or mentioned or intended so to be. To HAVE AND TO HOLD the said manor or prebend, messuages, lands, tenements, hereditaments, and all and singular other the premises hereinbefore and in the said indenture of bargain and sale described, (except as hereinbefore is excepted) and hereby granted, released, and confirmed, or mentioned or intended so to be, with their and every of their rights, members, and appurtenances, unto the said (*purchaser*) and his heirs, to the use and behoof of him the said (*purchaser*) his heirs and assigns, (*or* executors and administrators) (1) for and

To HOLD to purchaser during the lives of the nominees.

(1) As it was requisite by the ancient law that there should be a tenant of the freehold against whom a præcipe might be brought, an estate *pur autre vie* must be made to commence in interest immediately on the delivery of the deed, and not on a future day, lest the freehold should be in abeyance. But although such estate is an estate of freehold, yet it may, unless where the property is of an incorporeal kind, see *ante*, No. LV. p. 8, n. (2) be limited to the executors and administrators, as well as to the heirs of the purchaser, because persons claiming from a tenant *pur autre vie*, do not take by descent, but as special oc-

Executors and administrators.

PURCHASES. LEASEHOLDS. *Vendor of Lease for Lives.*

during the natural lives of the said (*nominees*) and the natural life of the survivor or longest liver of them, subject nevertheless to the payment of the rent in or by the said hereinbefore in part recited indenture of lease of the day of reserved, and the observance and performance of the several covenants, provisoes, conditions, clauses, and agreements, in or by the same indenture, on the part of the said (*vendor*) his heirs or assigns, to be observed or performed, and otherwise in as full and beneficial a manner to all intents and purposes whatsoever, as he the said (*vendor*) could have had, held, or enjoyed the same, if these presents had not been made (1). AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, grant, declare, and agree, with and to the said (*purchaser*) his heirs and assigns, in manner following (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, at any time heretofore made, done, committed, executed, occasioned, or knowingly omitted

Covenant by vendor that lease is valid.

---

cupants, and by purchase, for until the 29 Car. II. c. 3, and 14 Geo. II. c. 20, any person who could have first entered upon the land on the death of the lessee, might have holden it during the life of *cestui que vie*.

Wife's estate.

(1) If the vendor be seised of the estate in right of his wife, add here a covenant to levy a fine *sur concessit*, and make the following covenants for the title accord with that circumstance, see *ante*, Vol. II. No. XXXI. p. 20. The form of the covenant for levying this fine differs in nothing from that for levying a fine *come ceo*, &c. (which see *ibid.* p. 14.), except in the words "*sur concesserunt*," being substituted for those of "*conusance de droit*." See 2 Wilde's Supplement, No. XCII. p. 64.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Lives.

or suffered by him the said (*vendor*) to the contrary the said hereinbefore in part recited indenture of lease, is a good and valid demise and lease in all respects, both at law and in equity, of all and singular the manor, prebend, hereditaments and premises thereby expressed to be granted or demised, and not in any manner forfeited, surrendered, or otherwise become void, voidable, or prejudiced. [AND that the rents and other payments reserved in or by the same indenture of lease, and all arrears thereof, and also the land and sewers' tax, and all other taxes, rates, and assessments chargeable upon the said premises, or the tenant or occupier thereof, for the time being for or in respect of the same, have been well and truly paid and satisfied up to the said day of last past]. AND that the covenants therein contained on the part of the tenant, lessee, or assignee of the same premises required to be performed or observed, have been well and truly observed and performed up to the date of these presents. AND also that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself, and in his own right, full power and lawful and absolute title and authority to grant, bargain, sell, release, and confirm, all and singular the same hereditaments and premises unto and to the use and behoof of the said (*purchaser*) his heirs and assigns, for and during the natural lives of the said (*nominees*) in the manner aforesaid, and according to the true intent and meaning of these presents. AND

That the rent and taxes are paid up to the last quarter day.

Covenants performed up to this time.

Hath right to convey.

Quiet enjoyment.

PURCHASES. LEASEHOLDS. *Vendor of Lease for Lives.*

further, that he the said (*purchaser*) his heirs and assigns, shall or lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, during the natural lives of them the said (*nominees*) and the life of the survivor or longest liver of them, enter into and upon, and hold, possess, and enjoy all and singular the same hereditaments and premises, with their and every of their respective rights, privileges, members, and appurtenances, and receive and retain the rents, issues, profits, and proceeds which shall arise or be payable for or in respect of the same from and after the day of now last past, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said (*vendor*) or any person or persons, now or hereafter rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or concerning the same hereditaments and premises, or any part thereof, from, through, under, or in trust for him, them, or any or either of them, other than persons claiming, or entitled under, or by virtue of any leases or agreements for leases, of which counterparts have been produced unto the said (*purchaser*) his counsel or solicitor at or before the sealing and delivery of these presents, for or in respect of their estates and interests, under or by virtue of the same. AND that free and clear, and freely, clearly, and absolutely discharged and exonerated, or otherwise by and at the expense of the said

Free from incumbrances.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Lives.

(*vendor*) effectually defended, protected, and indemnified, of, from, and against all [former and other feoffments, gifts, grants, bargains and sales, releases, settlements, mortgages, demises, leases, contracts, devises, wills, conveyances, assurances, descents, uses, trusts, limitations, entails, conditions, remainders, reversions in the crown or elsewhere, judgments, decrees, recognizances, statutes, extents, executions, sequestrations, elegits, debts of record, debts due to the king or any of his predecessors, legacies, portions, annuities, rents of all kinds, forfeitures, rights of entry, and cause and causes thereof, fines, amerciaments, and all and singular other] estates, rights, titles, interests, charges, and incumbrances whatsoever, which at any time or times heretofore have been, or which at any time hereafter shall or may be made, created, executed, committed, or knowingly occasioned, or suffered by the said *(vendor)* or any other person or persons now or hereafter rightfully claiming, or possessing any estate, right, title, or interest, either at law or in equity, from, through, under, or in trust for him, or by or through his, their, or any or either of their acts, defaults, means, consent, or privity, (such leases and agreements as aforesaid, and the land and sewers taxes to become due or payable for or in respect of the same premises, or any of them, from and after the said day of last past, only excepted). AND moreover, that he the said (*vendor*) and his heirs, and all and every person or persons, now or

Covenant for further assurance.

PURCHASES. LEASEHOLDS. *Vendor of Lease for Lives.*

at any time hereafter, rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon, or respecting the manor or prebend, hereditaments and premises hereby granted and released, or otherwise assured, or mentioned or intended so to be, or any part thereof, from, through, under, or in trust for him or them, shall and will from time to time, and at all times hereafter, during the lives of the said (*nominees*) or the life of the survivors or survivor of them, upon every reasonable request, and at the expense and costs of the said (*purchaser*) his heirs or assigns, make, do, acknowledge, levy, suffer, execute, and perfect, [or cause and procure to be made, done, acknowledged, levied, suffered, executed, and perfected], with all convenient and due expedition, all and every such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever, [whether by fine or fines *sur concessit* or otherwise, and with or without proclamations, deed or deeds enrolled or not enrolled, feoffment, release, confirmation, declaration, or limitation of or to any use or uses, or other assurance or assurances, of record or not of record,] for the further, better, and more perfectly, or satisfactorily granting, releasing, conveying, confirming, and assuring the same manor or prebend and premises, and every or any part or parcel thereof, [and the possession, reversion, and freehold of the same, with their and every of their respective rights, privileges, members, appendages, and appurtenances unto,

PURCHASES.
LEASEHOLDS.
Vendor of Lease for Lives.

and to and for the use, behoof, and benefit of the said (*purchaser*) his heirs and assigns, for and during the natural lives of the said (*nominees*), and the life of the survivor or longest liver of them, and all other the estate and interest of him the said (*vendor*), under or by virtue of the said hereinbefore in part recited indentures of lease, or either of them, [or any covenant, clause, or agreement therein contained], as he the said (*purchaser*) his heirs or assigns, or his or their counsel in the law, (being of the degree of a barrister) shall advise and require, [and prepare and tender for his or their signature and execution; so that such further assurance or assurances, or any of them, do not contain nor imply any further or other warranty or covenant, than against or on the part of the person or persons who shall be required to make or execute the same, his, her, or their heirs, executors, and administrators; and his, her, and their own respective acts, deeds, omissions, or defaults, and so that the person or persons who shall be required to make or execute any such assurance or assurances, be not obliged to go from his, her, or their then place or respective places of abode, for the making or executing the same, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses], which said acts, deeds, and assurances respectively, shall be and enure (unless otherwise declared or expressed) in corroboration and confirmation of these presents, and

PURCHASES. LEASEHOLDS. *Vendor of Lease for Lives.* Covenant by purchaser to pay rents, &c.

of the estate and interest hereby mentioned or intended to be granted, released, or otherwise conveyed (1). And in consideration of the premises, the said (*purchaser*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*vendor*) his heirs, executors, and administrators, that he the said (*purchaser*) his executors, administrators, or assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the natural lives of the said (*nominees*) and the life of the survivor or longest liver of them, (or during such other time or period as he the said (*purchaser*) shall or lawfully may hold and enjoy the same by virtue of these presents, or otherwise, against the said (*vendor*) and his heirs, and all persons rightfully claiming under him or them) well and truly pay the said yearly rent of £ in or by the said in part recited indenture of demise reserved or made payable, and which shall become due from and after the said day of last past, at such times and in such manner as the same is thereby appointed for payment of the same; and also pay and satisfy all taxes, duties, and assessments thenceforth chargeable upon the said premises; and perform and observe all and every the covenants, provisoes, and agreements, which by the same in-

---

Production of lease.

(1) If the vendor's lease be not delivered to the purchaser, add a covenant for its production, as *post*, No. LXXI. rider (C).

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Lives.

And indemnify the vendor.

denture are required to be from henceforth observed or performed on the part of the tenant or occupier of the said premises; AND moreover shall and will from time to time and at all times hereafter, protect, defend, keep harmless and indemnified, the said (*vendor*) his heirs, executors, and administrators, and his and their lands and tenements, goods, chattels, and effects, of, from, and against the same, and all actions, suits, costs, charges, damages, and expenses whatsoever, which he or they or any or either of them shall or may pay, bear, or sustain, or which shall or may arise or be occasioned by reason of the non-payment of the said rent or taxes respectively, or the non-observance or non-performance of any of the said covenants, clauses, provisoes, or agreements (1). IN WITNESS, &c.

Several purchasers.

(1) If there be several purchasers of a leasehold for lives, it is reasonable that each purchaser should on death nominate a new life in succession, in which case it should be provided that on the failure of nomination by the person whose turn it is to appoint within a given (and short) time, it shall be lawful for the person next in succession to nominate, and in case of such person's default then for the next, and so on, at the same time specifying the ages of the nominees to be appointed, see Bradl. P. B. 52.

PURCHASES.

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

No. LXVIII.

Conveyance by a Vendor *and* Mortgagee *of a Lease for* Lives *to a Purchaser.*

Variations *where the Conveyance is from the* Representatives *of a* Mortgagee *deceased* (1).

THIS INDENTURE of four parts, made the day of , in the year of the reign, &c. and in the year of our Lord .

Parties. BETWEEN (*the mortgagee*) of, &c. of the first part, (*the vendor*) of, &c. of the second part, and (*the purchaser*) of, &c. of the third part.

Recital of mortgage. WHEREAS, &c. (2). AND WHEREAS by indentures of lease and release, bearing date respectively the and days of

---

(1) An estate *pur autre vie*, it has been before observed, may be limited either to the heirs or executors of the party. If it was limited to his heirs and the mortgagee took also to his heirs, and the conveyance is now to be made by his representatives, see *ante*, Vol. II. No. XXXVI.

Recitals. (2) Recite here the lease and renewal, if any, as *ante*, p. 88.

PURCHASES.

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

which was in the year , the release being of two parts, and made or expressed to be made between the said (*vendor*) of the one part, and the said (*mortgagee*) of the other part, the said messuage, &c. and premises were conveyed unto and to the use of the said (*mortgagee*) his heirs and assigns, [*or* executors or administrators, *as the case may be*] for and during the term of the natural lives of the said (*nominees*); Subject nevertheless to a proviso or agreement therein contained, that if the said (*vendor*) his heirs, executors, or administrators, or any other person or persons on his or their behalf, should pay or cause to be paid unto the said (*mortgagee*) his executors, administrators, or assigns, the sum of £ with interest for the same in the mean time, after the rate therein mentioned, and upon the day therein appointed for payment thereof, he the said (*mortgagee*) his heirs or assigns, would at the expense of the said (*vendor*) his heirs, executors, administrators, or assigns, convey and assure the said mortgaged premises for all his and their estate and interest therein, under or by virtue of the said indenture, unto and to the use of or for the said (*vendor*) his heirs or assigns, or unto such other person or persons, and in such manner and form as he or they should direct or appoint in that behalf. AND WHEREAS default was made in payment of the said sum of £ at the time in the said in part recited indenture mentioned for that purpose, whereby the estate and interest of the said (*mortgagee*) in the said premises became

Default in payment.

PURCHASES. absolute at law and redeemable only in equity. AND WHEREAS there is now due and owing to the said *(mortgagee)* upon the said in part recited security the principal sum of £ only, all interest for the same having been paid up to this time. AND WHEREAS the said *(purchaser)* has contracted with the said *(vendor)* for the purchase of the messuages, &c. comprised in the said indenture of lease for all the estate and interest thereby demised or granted at the price or sum of £ out of which it has been agreed that the said sum of £ shall be paid to the said *(mortgagee)* in discharge of his said mortgage, who has agreed to accept thereof, and to execute such conveyance of his estate and interest in the said premises as hereinafter is mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said *(mortgagee)* in hand well and truly paid (1) by the said *(purchaser)* at or immediately before the sealing and delivery of these presents, at the request and for and on behalf of the said *(vendor)* testified by his being a party to and sealing and delivering these presents, the receipt of which said sum of £ and that

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

Contract for purchase.

WITNESS, in consideration of the mortgage money paid off.

Auction.

(1) If the premises were sold by public auction, state the payment of the consideration, &c. as in Vol. II. No. XXXI. p. 4. n. (1).

PURCHASES.

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

the same is in full payment and satisfaction of all principal, interest, and other monies due upon or in respect of the said hereinbefore in part recited mortgage security, the said (*mortgagee*) doth hereby acknowledge, [and of and from the same doth fully and absolutely acquit, release, exonerate and for ever discharge the said (*purchaser*) and also the said (*vendor*) and each of them, and their respective heirs, executors, administrators, and assigns, and likewise the said mortgaged premises, as well by these presents as by the receipt or acknowledgment for the same sum hereupon indorsed], He the said (*mortgagee*) at the request and by the direction and appointment of the said (*vendor*) testified as aforesaid, HATH granted, bargained, sold, released, and quitted claim, and by these presents, DOTH grant, bargain, sell, release, and quit claim unto the said (*purchaser*) and his heirs, ALL that, &c. being the several messuages, &c. so granted and demised, or otherwise conveyed to him the said (*mortgagee*) in and by the said hereinbefore in part recited indentures of lease and release, and all the estate, right, title, and interest whatsoever, of him the said (*mortgagee*) under or by virtue of the same. TOGETHER also with the said indentures, and all and every other the deeds, writings, and evidences of title whatsoever, in any wise relating to the same premises, or any part thereof, which at or after the sealing and delivery thereof, were or was delivered unto him the said (*mortgagee*) his counsel, solicitor,

The mortgagee grants, &c.

PURCHASES. LEASEHOLDS. *Vendor and Mortgagee, of Lease for Lives.*

or agent. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and for and in consideration of the further sum of £ of like lawful and current money aforesaid, at the same time well and truly paid by the said (*purchaser*) to the said (*vendor*), being the residue and in full of the said purchase money or sum of £ the receipt whereof the said (*vendor*) doth hereby acknowledge, [and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his heirs, executors, and administrators, and also the said premises, as well by these presents as by the receipt or acknowledgment for the same sum hereupon indorsed], He the said (*vendor*) HATH granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents DOTH grant, bargain, sell, alien, release, ratify, and confirm unto the said (*purchaser*) his heirs and assigns, ALL those the said messuages, &c. and all and singular other the hereditaments, and premises hereinbefore and in the said indenture of lease described, and hereby granted and released, or otherwise assured to the said (*purchaser*) as aforesaid, or mentioned or intended so to be, or howsoever otherwise the said messuages, lands, tenements, and hereditaments, or any of them, now are, or is, or heretofore were or was situated, tenanted, called, known, described or distinguished; and also all other the messuages, lands, tenements, and hereditaments

FURTHER WITNESS, in consideration of residue of purchase money.

Vendor grants and confirms.

Parcels.

PURCHASES.

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

(if any) which are described or comprised in a certain indenture of bargain and sale for a year hereinafter referred to, and mentioned to bear date the day next before the day of the date hereof. TOGETHER with all [houses (1), outhouses, buildings, barns, stables, coach-houses, dove-houses, yards, cellars, vaults, areas, benefit and advantage of ancient and other lights, ways, paths, passages, gardens, orchards, ponds, waters, land covered with water, water-courses, timber and other trees, woods, underwoods, and the ground and soil thereof, mines, quarries, rights and privileges of common, and of feeding and foldage of every kind, pensions, titles, portions, oblations, obventions, profits], emoluments, perquisites, and advantages whatsoever, (except as hereinafter is excepted) to the said hereditaments and premises, or any of them, belonging or in any wise appertaining, or reputed, accepted, taken, or known as part, parcel, or member thereof, in whose tenure, occupation, or possession soever the same or any part thereof may be, and wheresoever the same shall happen to arise, spring, grow, or be due, together with the view of frank pledge of all courts, courts leet, and other courts, perquisites and profits of courts, privileges, franchises, customs, chief rents, fines, heriots, reliefs, jurisdictions, and services whatsoever now due, incident

General appurtenances.

(1) See general words applicable to different kinds of real property, INDEX *voce* GENERAL WORDS.

PURCHASES. LEASEHOLDS. *Vendor and Mortgagee, of Lease for Lives.*

or belonging to the aforesaid manor, prebend, leets or courts, or used or accustomed with the said prebend, or thereunto belonging or appertaining, with their appurtenances, [and all and all manner of other profits, tithes, oblations, obventions, perquisites, rights, privileges, easements, advantages, appendages, and appurtenances whatsoever to the said messuages, &c. hereditaments, and premises, or any of them, or any part thereof respectively belonging, or in any wise appertaining, or reputed or deemed so to be, or with the same or any of them now or heretofore holden, used, occupied, or enjoyed], (save only and except out of these presents all tithes of corn, grain, and hay, and all and all manner of timber trees, and other trees likely to become timber, which now are, or hereafter shall or may, during the continuance of the said demise, be in or upon the said premises hereby demised, or upon any part thereof as in the said hereinbefore in part recited indenture of lease is and are excepted.) (ALL which said messuages, &c. are now in the actual possession of, or legally vested in the said (*purchaser*) by virtue of a bargain and sale (1) to him thereof made by the said (*mortgagee*) and (*vendor*) for five shillings consideration) by indenture bearing date on the day next before, and executed previously to the sealing and delivery of these presents, for the term of one year, commencing from the day next preceding the day of

Exception of tithes and timber.

Reference to the bargain and sale.

(1) See the form of this bargain and sale, Vol. I. No. XIII. p. 110, and No. XIV. p. 117.

PURCHASES.
LEASE-HOLDS.
Vendor and Mortgagee, of Lease for Lives.

the date of the same indenture, and by force of the statute made for transferring uses into possession), and the reversion and reversions, remainder and remainders, of and in the said hereditaments and premises, and every of them respectively; and the rents, issues, profits, and proceeds to arise or become payable for or in respect of the same, or of any part thereof, from the day of now last past. AND all the estate, right, title, interest, use, trust, property, possession, possibility, right, benefit, and privilege of renewal, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*) (1) in, to, out of, upon, or respecting the said hereditaments and premises, or any of them, or any part thereof, under or by virtue of the said in part recited indenture of lease, of the day of

Estate, &c.

[TOGETHER with the same in part recited indenture of lease, and all other deeds, muniments, writings, and evidences whatsoever, which in any wise relate to the estate and interest, or estates and interests hereby granted and released, or otherwise assured of and in the same premises, which now are, or hereafter shall or may be in the possession or lawful power of him the said (*vendor*) (2)

Grant of title deeds.

(1) If the shorter form given, *ante*, Vol. II. p. 126, be adopted, say,

Shorter form.

"Of them the said (*mortgagee*) and (*vendor*) and of each of them."

(2) In the case mentioned in the last note say,

"Of them the said (*mortgagee*) and (*vendor*) or either of them, or their, or any or either of their heirs," &c.

PURCHASES. LEASEHOLDS. *Vendor and Mortgagee, of Lease for Lives.*

his heirs, executors, or administrators, or of any person or persons from whom he or they can or may procure the same, without action or suit at law or in equity:] To HAVE AND TO HOLD the said messuages, &c. lands, tenements, hereditaments, and premises hereinbefore and in the said last mentioned indenture of bargain and sale described, and hereby granted, released, and confirmed, or mentioned, or intended so to be, with their and every of their rights, members, privileges, appendages, and appurtenances, unto and for the use and behoof of the said (*purchaser*) his heirs and assigns, [or executors and administrators] for and during the natural lives of the said (*nominees*) and the natural life of the survivor or longest liver of them, wholly and absolutely freed, exonerated, and discharged of and from the said sum of £ and all interest and other monies whatsoever, now or heretofore due for or in respect thereof, and of and from all other liens, charges, claims, and demands whatsoever, as well legal as equitable, of or by the said (*mortgagee*) his heirs, executors, administrators, or assigns, upon or concerning the same respectively, or otherwise, by reason of the said in part recited mortgage. BUT subject nevertheless to the payment of the rent in or by the said hereinbefore in part recited indenture of lease of the day of reserved, and the observance and performance of the several covenants, provisoes, conditions, clauses, and agreements, in or by the same indenture, on the part of the said (*vendor*) his heirs or assigns,

To HOLD to the purchaser during the lives of the nominees.

PURCHASES.

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

to be observed or performed. And the said (*mortgagee*) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (*purchaser*) his heirs and assigns, that he the said (*mortgagee*) hath not at any time or times heretofore [either alone or together with the said (*vendor*) or any other person or persons] made, done, executed, or knowingly occasioned, suffered, or omitted, nor caused or procured to be made, done, committed, executed, suffered, or omitted, nor been party or privy to any act, deed, matter, or thing whatsoever, whereby or by means whereof the messuages, lands, tenements, manor, prebend, hereditaments and premises hereinbefore granted and released, or mentioned or intended so to be, or any part or parcel thereof, or their or any of their appurtenances, or the estate or interest mentioned or intended to be by these presents granted, released, or otherwise assured therein, are, is, or can or may be impeached, charged, incumbered, or prejudicially affected in estate, right, title, value, or otherwise howsoever. And the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, grant, and agree with and to the said (*purchaser*) his heirs and assigns, in the manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing by him the said (*vendor*) made, done, committed, executed, or knowingly occasioned or suffered to the contrary, the said hereinbefore in part recited indenture of lease, mentioned

Covenant by mortgagee that he has not incumbered.

Covenant by vendor that lease is valid.

PURCHASES. to bear date the day of

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

is at the time of the sealing and delivery of these presents, a good, valid, and effectual lease, both at law and in equity, of and for the premises thereby expressed to be demised, and that the same, and the estate and interest mentioned to be thereby granted therein, are, and each of them is in full effect, and in no wise forfeited, surrendered, assigned, determined, or become void or voidable, or otherwise prejudicially affected; [AND that the yearly and other rents in or by the same indenture of lease reserved, and all arrears thereof, and also the land and sewers tax, and all other taxes, rates, and assessments whatsoever, chargeable upon the said premises, or the tenant or occupier, or tenants or occupiers thereof for the time being, for or in respect thereof, have been well and truly paid and satisfied up to the day of last past; AND that the covenants therein contained, which on the part of the tenant, lessee, or assignee of the same premises, are required to be performed or observed, have been well and truly observed and performed, down to the date of these presents;] AND also that for and notwithstanding any such act, deed, matter or thing as aforesaid, they the said (*vendor*) and (*mortgagee*) now have in themselves or one of them hath in himself full power, and lawful and absolute right and title to grant, bargain, sell, release, and confirm, all and singular the hereditaments and premises, hereinbefore granted and released, or otherwise assured, or mentioned or intended so to be, and the

That the rent and taxes are paid up to the last quarter day.

And covenants performed up to this time.

And that he and mortgagee have right to convey.

possession, reversion, and freehold thereof, unto and to the use and behoof of the said (*purchaser*) his heirs and assigns, [*or* executors and administrators] for and during the natural lives of the said (*nominees*) and the life of the survivor or longest liver of them, in the manner aforesaid, and according to the true intent and meaning of these presents. And further, that he the said (*purchaser*) his heirs, and assigns, [*or* executors and administrators], shall, or lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, during the natural lives of the said (*nominees*) and the life of the survivor or longest liver of them, enter into and upon, and hold, possess, and enjoy all and singular the same hereditaments and premises, with their and every of their respective rights, privileges, members, and appurtenances, and receive and retain the rents, issues, profits and proceeds, to arise or be payable for or in respect of the same, from the day of now last past, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said (*vendor*) and (*mortgagee*) or either of them, or either of their heirs, or any person or persons now or hereafter lawfully or rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, upon or concerning the said hereditaments and premises, or any part thereof, from, through, under, or in trust for him, them, or any or either of

That the purchaser shall quietly enjoy.

PURCHASES. LEASEHOLDS. *Vendor and Mortgagee, of Lease for Lives.*

them, [other than except any person or persons claiming or entitled under or by virtue of any leases, or agreements for leases, of which counterparts have been produced to the said (*purchaser*) his counsel or solicitor, at or before the sealing and delivery of these presents, so far as respects their estates and interests, under or by virtue of the same]. AND that free and clear, and clearly and absolutely discharged and exonerated, or by and at the expense of the said (*vendor*) his heirs, executors, or administrators, effectually defended, protected, and indemnified from, and against all [former and other feoffments, gifts, grants, bargains, and sales, releases, settlements, mortgages, demises, leases, contracts, devises, wills, conveyances, assurances, uses, trusts, limitations, entails, conditions, remainders, reversions in the crown or elsewhere, judgments, decrees, recognizances, statutes, extents, executions, sequestrations, elegits, debts of record, debts due to the king or any of his predecessors, legacies, portions, annuities, rents of all kinds, forfeitures, rights of entry, and cause and causes thereof, fines, amerciaments, and all and singular other] estates, rights, titles, interests, charges, and incumbrances whatsoever, which at any time or times heretofore have been, or which at any time hereafter shall or may be made, created, executed, committed, or knowingly occasioned, or suffered by the said (*vendor*) and (*mortgagee*) or either of them, or any person or persons, now or hereafter rightfully claiming, or possessing any legal or equitable

Free from incumbrances.

PURCHASES.

LEASEHOLDS.

Vendor and Mortgagee, of Lease for Lives.

estate, right, charge, or interest, from, through, under, or in trust for him, them, or any of them, or by or through his, their, or any or either of their acts, defaults, means, consent, or privity, (such leases and agreements as aforesaid, and the land, and sewers taxes, to become due or payable for the same premises, from and after the said day of last past, (if any) only excepted.) AND moreover, that he the said (*vendor*) and his heirs, and all and every, &c. [*Covenant by vendor for further assurance* (1)]. AND the said (*purchaser*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*vendor*) his heirs and assigns, that, &c. [*Add covenant by purchaser to pay rent, &c. and indemnify vendor.*] (2). IN WITNESS, &c. (3).

Covenant for further assurance.

(1) See *ante*,

(2) See the form of these covenants, *ante*, No. LXVII. p. 100.

(3) See notes and variations at the end of the next precedent, No. LXX.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Years determinable on Lives.

No. LXIX.

Assignment of a Lease *for* Years *determinable upon* Lives (1).

Variations *where the Lease is renewable.*

THIS INDENTURE, of two parts, made the day of , in the reign, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part.

Recital of lease for years determinable upon lives.

WHEREAS by an indenture of demise or lease bearing date the day of , which was in the year , and made or expressed to be made between (*the lessor*) of the one part, and (*the lessee*) of the other part, the said (*lessor*) for good and sufficient considerations therein mentioned, demised and leased unto the said (*lessee*), his executors, administrators, and assigns, ALL,

---

Wife.

(1) A lease for years, although it be to continue during a life or lives, is yet no more than a chattel interest, and does not therefore require the wife of the vendor to be a party, even though it be her own estate.

See notes, &c. to next precedent, No. LXX.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Years determinable on Lives.

&c. (1). To HOLD the same messuages or tenements and premises, with the appurtenances, unto the said (*lessee*), his executors, administrators, and assigns, from the day of then last past, for the term or period of years, to be thence next ensuing, if (*nominees*) therein named, or any or either of them, should so long live, under and subject to the yearly rent of £ and to the several covenants, provisoes and agreements therein contained, on the part of the said (*lessee*) to be paid, performed, and observed respectively, [as in and by the said indenture of lease, relation being thereunto had, will more fully appear]. AND WHEREAS by a certain indenture of assignment, bearing date the day of in the year , and made or expressed to be made between the said (*original lessee*) of the one part, and the said (*vendor*) of the other part, the said (*original lessee*) for valuable considerations therein expressed, assigned and assured the said messuages or tenements and premises unto the said (*vendor*), his executors, administrators, and assigns, for the then residue of the said term of years, therein (determinable as aforesaid). AND WHEREAS the said (*purchaser*)

Recital of assignment of said lease.

---

(1) Insert here an exact description of the premises, from the lease, or refer to them in the operative part of the assignment, as,

Parcels.

"The several messuages, &c. hereinafter particularly described."

PURCHASES. LEASEHOLDS.

Vendor of Lease for Years determinable on Lives.

hath contracted with the said (*vendor*), for the purchase of the messuages or tenements, and premises comprised in the said indenture of lease for the now residue of the said term. Now THIS INDENTURE FURTHER WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*), at or immediately before the sealing and delivery of these presents, the receipt whereof in full for the purchase of the messuages, lands, &c. comprised in the said in part recited indenture of lease, for the residue of the said term or period now to come therein, free from incumbrances, the said (*vendor*) doth hereby acknowledge [and of and from the same doth fully and absolutely acquit, release, exonerate, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns], and also the said messuages, tenements, and premises, as well by these presents as by the receipt for the same hereupon indorsed, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents, DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL (1), those the said several messuages or tenements, pieces or

WITNESS, That in consideration of the purchase money.

The vendor bargains and sells, &c.

Parcels.

(1) If any material variation by reason of new erections or otherwise has taken place in the description of the premises since

Vendor of Lease for Years determinable on Lives.

parcels of ground, and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease of the day of , and so assigned or transferred to the said (*vendor*) by the said in part recited indenture of assignment of the day of , as hereinbefore is mentioned, with all and singular the rights, privileges, easements, advantages, and appurtenances whatsoever, to the same premises belonging, or therewith usually or now holden, occupied, or enjoyed; TOGETHER with the said in part recited indentures of lease and of assignment, [and all mesne assignments, if any, thereof, and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes and agreements therein respectively contained, which on the part of the lessor or landlord of the said premises are to be observed or performed], and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever of him the said (*vendor*), of, in, to, or out of the same premises, and every or

---

the demise or assignment to the present vendor, set them forth here, according to their present description, adding,

"Being the several messuages or tenements comprised in and demised by the said hereinbefore in part recited indenture of lease, and assigned by, &c. as the same have been since varied and altered by new erections," &c. since built thereon (*or as the case may be*).

PARCELS. any part respectively thereof. TO HAVE AND TO HOLD the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or otherwise assured, or mentioned or intended so to be, and every part and parcel of the same, with their and every of their respective rights, privileges, easements, advantages, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period of years in and by the said in part recited indenture of lease granted, yet to come and unexpired, by efflux and computation of time, if they the said (*nominees*) or any or either of them, shall so long live. SUBJECT nevertheless, to the payment of the yearly rent in and by the same indenture of lease reserved, and which by the tenant, lessee, or assignee of the said premises are or ought to be paid for or in respect thereof, from and after the day of now last past, and to the performance and observance of the covenants, provisoes, and agreements therein contained, which on his or their part and behalf are or ought to be observed or performed, from and after the date of these presents. AND the said (*vendor*), for himself, his heirs, executors, and administrators, doth covenant, promise, and agree with and to the said (*purchaser*), his executors, administrators, and assigns, by these presents, in manner following (that is to say), that for or notwithstanding any act, deed, matter, or thing by him the said (*ven-*

Subject to rent and covenants in the lease.

Covenant by vendor that the lease is valid.

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Years determinable on Lives.

dor), done, committed, executed, or knowingly occasioned or suffered to the contrary, the said hereinbefore in part recited indenture of lease mentioned to bear date the day of is, at the time of the sealing and delivery of these presents, a good, valid, and effectual lease, both at law and in equity of and for the premises mentioned to be thereby demised and hereby assigned, and that the same, and the term of years thereby expressed to be demised, are and each of them is in full effect, and in no wise forfeited, surrendered, assigned, determined, become void or voidable, or otherwise prejudicially affected. [AND that the rents and other payments reserved in or by the same indenture of lease, and all arrears thereof, and also the land and sewers taxes, and all other taxes, rates, and assessments chargeable upon the said premises, or the tenant or occupier, or tenants or occupiers thereof, for the time being, for or in respect of the same, have been well and truly paid and satisfied up to the said day of last past. AND that the covenants therein contained on the part of the tenant, lessee, or assignee of the same premises required to be performed or observed, have been well and truly observed and performed up to the date of these presents.] AND also, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute authority to bargain, sell, assign, and assure the said messuages or tenements, pieces or parcels

That the rent and taxes are paid up to the last quarter day.

Covenants performed up to this time.

That the vendor has right to assign.

PURCHASES. LEASEHOLDS.

Vendor of Lease for Years determinable on Lives.

of ground, and all and singular other the premises hereinbefore expressed, and intended to be hereby assigned, and every part and parcel thereof, with their respective rights, members, easements, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, for and during all the residue or remainder which is now to come and unexpired by computation of time, of or in the said term or period of years thereof granted, as aforesaid, according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, immediately upon and after the execution of these presents, and from time to time, and at all times thereafter during the residue or remainder, by computation of time, which is now to come or unexpired, of or in the said term or period of years, by the said in part recited indenture of lease granted as aforesaid, if they the said (*nominees*) or any or either of them shall so long live, peaceably and quietly enter into and upon, and have, hold, occupy, possess, and enjoy the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or mentioned and intended so to be, with their and every of their appurtenances, and receive and retain the rents, issues, and profits thereof from the said day of last past, to and for his and their own use and benefit, without any action, suit, hindrance, eviction, disturbance, or interruption whatsoever, of or by

That the purchaser shall quietly enjoy.

the said (*vendor*) his executors or administrators, or any person or persons now or hereafter rightfully claiming or possessing any estate, right, title, charge, or interest, either at law or in equity, in, to, out of, or upon, the said premises, or any part thereof, by, from, under, or in trust for him, them, or any or either of them, or by or through his or their, or any or either of their acts, deeds, defaults, means, procurement, or privity; [other than any person or persons claiming under or by virtue of leases or agreements for leases (if any), of which counterparts have been produced to the said (*purchaser*), his counsel or solicitor at or before the sealing and delivery of these presents, for and in respect of his or their estates and interests under or by virtue thereof.] And that free and clear, and clearly and absolutely acquitted or otherwise, by and at the expense of the said (*vendor*), his executors and administrators, well and effectually protected, defended, kept harmless, and indemnified, from and against all and all manner of former and other [gifts, grants, mortgages, assignments, wills, conveyances, surrenders, rents, taxes, arrears of rent and of taxes, statutes, judgments, recognizances, extents, forfeitures, re-entry, cause and causes of forfeiture and re-entry, jointures, legacies], estates, titles, trusts, interests, charges, and incumbrances whatsoever, which at any time heretofore have been made, committed, created, occasioned or suffered by the said (*vendor*), or which shall or may at any time hereafter be made, committed, created, occasioned, or suffered by

PURCHASES.

LEASEHOLDS.

Vendor of Lease for Years determinable on Lives.

Free from incumbrances.

PURCHASES. LEASEHOLDS. *Vendor of Lease for Years determinable on Lives.*

him, his executors, or administrators, or any person or persons whomsoever, now or hereafter lawfully or rightfully claiming or possessing any estate, right, title, or interest, by, from, under, or in trust for him, them, or any or either of them, (except only the rent or rents in and by the said hereinbefore in part recited indenture of lease reserved or made payable from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed during the now residue of the said term of years, and save only and except such leases and agreements for leases as aforesaid). AND lastly, that he the said (*vendor*), his executors and administrators, and all and every other person and persons whomsoever, now or hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, or interest in, to, out of, or respecting the said messuages or tenements, pieces or parcels of ground hereinbefore mentioned or intended to be hereby assigned (save only and except the person or persons whose estate and interests are hereinbefore excepted, so far as concerns the same estates and interests), shall and will from time to time, and at all times hereafter, during the residue now to come and unexpired of the said term or period of years, if they the said (*nominees*) or any or either of them, shall so long live, upon every reasonable request, and at the proper costs and expense of

Further assurance.

PURCHASES.
LEASEHOLDS.
Vendor of Lease for Years determinable on Lives.

the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected] all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely or satisfactorily assigning, confirming, and assuring all and singular the same premises, with their respective appurtenances, unto the said *(purchaser)*, his executors, administrators, and assigns, for all the residue and remainder of the said term or period of
years, which shall be then to come and unexpired, therein, if they or any or either of them the said (*nominees*) shall so long live, as he the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law (being of the degree of a barrister), shall advise and require, [so that no such further assurance do contain or imply any further or more general covenants or warranty on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her, or them, and of his, her, and their executors and administrators, and so that he or they be not obliged to go from his, her or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or

PURCHASES. LEASEHOLD.

Vendor of Lease for Years determinable on Lives.

Covenant by the purchaser to pay rent, &c. and indemnify vendor.

their time, trouble, and expenses]. AND (1) in consideration of the premises, the said (*purchaser*) doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, with and to the said (*vendor*), his executors and administrators, in manner following (that is to say), that he the said (*purchaser*), his executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter during the residue or remainder which is now to come and unexpired of the said term or period of years, if the said (*nominees*) or any or either of them, shall so long live (or during such part or portion thereof as the said (*purchaser*) his executors, administrators, or assigns, shall or lawfully may have and enjoy peaceable and quiet possession of the messuages, ground, and premises expressed to be hereby assigned, under or by virtue of these presents, and according to the true intent and meaning thereof, against the said (*vendor*), his executors and administrators, and all and every person or persons rightfully claiming from or under him or them), well and truly pay or cause to be paid the yearly rent of £ in and by the said hereinbefore in

---

Counterparts.

(1) In order to avail himself of this covenant, the vendor must have a counterpart or an attested copy of the assignment; or if he would avoid the expense of a counterpart, a bond for the performance of the covenant may be taken, for the form of which see INDEX *voce* BONDS, and 1 WILDE'S SUP. No. LII. p. 365.

part recited indenture of lease reserved, at such times and in such manner as the same is thereby reserved and made payable, and in like manner pay and satisfy all rates, taxes, duties and assessments chargeable upon or payable for or in respect of the said premises from and after the said day of now last past, by the tenant, lessee, assignee, or occupier thereof; and also observe and perform all and every the covenants, provisoes, clauses, conditions and agreements which from henceforth during the said term or period, on his or their part and behalf are or ought to be performed or observed, for or in respect of the same, or any part thereof; and also shall and will from time to time and at all times hereafter, protect, defend, keep harmless and indemnified the said (*vendor*), his heirs, executors, and administrators, and his and their lands, and tenements, goods, chattels, and effects, from and against the same, and all actions, suits, costs, damages, and expenses whatsoever, which he, they, or any or either of them shall or may pay or sustain, or which shall or may arise or be occasioned by the non-payment, non-performance, or non-observance thereof respectively, or of any of them. IN WITNESS, &c. (1).

Perform covenants.

And indemnify vendor.

(1) See notes and variations subjoined to the next precedent, No. LXX.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

No. LXX.

An Assignment of Leasehold Messuages, &c. *by a* Lessee *to a Purchaser* (1), *the Sale by* private Contract.

Variations *where the Sale was by* public Auction, *&c.*
Where the Vendor is an Assignee *or* Under-lessee *of the Premises.*
Where Fixtures, *or a* Policy of Assurance, &c. *are assigned.*
Where the Assignment is by virtue of a Licence *to assign.*
Where the Lease *is* retained *by the Vendor.*

THIS INDENTURE made the day of in the year of the reign of our Sovereign Lord George the Third, by the grace of God, of the United Kingdom of Great Britain and Ireland,

---

Statute of frauds.

(1) By the statute of frauds, 29 Car. II. c. 3, no lease, estate, or interest either of freehold or term for years, or any uncertain interest in land, shall be assigned, unless by deed or note in writing signed by the party or his agent lawfully authorised by writing.

King, Defender of the faith, and in the year of our Lord . BETWEEN (*the vendor*) (1) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part (2). WHEREAS

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

(1) As a husband has complete authority over the chattel interests of the wife in possession, Mitford *v.* Mitford, 9 Ves. jun. 98. Wildman *v.* Wildman, *ibid.* 177; the wife need not join in the assignment, unless it be limited to her sole use expressly, independently of her husband, even although the estate were hers before or since the marriage; Pybus *v.* Smith, 3 Bro. C. C. 340. 1 Ves. jun. 189. Wagstaff *v.* Smith, 9 *ibid.* 520. Wills *v.* Dawkins, 12 *ibid.* 503. Essex *v.* Atkins, 14 *ibid.* 542.

Wife not a necessary party.

If the lessee be restrained by his lease from assigning without licence, the lessor may be made a party for the purpose of assenting to the assignment, in which case recite the restraining clause in the lease, and that the lessor has agreed to become a party for the licensing, &c. but not further or otherwise, or a licence may be indorsed upon or annexed to the deed.

Licences to assign.

And it is in such case incumbent on the vendor and not on the purchaser to procure the lessor's licence for the assignment, Lloyd *v.* Crisp, 5 Taunt. 249. Mason *v.* Cordor, 7 *ibid.* 9.

Where, however, the lessee has been a bankrupt the restriction is gone, and the lessee, should he even come again into possession of the premises, will have them discharged of it, Doe dem. Chere *v.* Smith, 1 Marsh. 359. 2 Rose, 280, S. C.

(2) It sometimes happens, under conditions of sale by auction, that the purchaser of a smaller lot is entitled to a covenant from the purchaser of the largest lot, for the production of title deeds delivered to him, in which case, if the covenant be not entered into by a separate instrument, make such largest purchaser a party of the third part.

Deeds delivered to largest purchaser at a sale by auction.

If the contract were entered into in writing by a friend or agent of the real purchaser, or the purchaser buys of a person who had previously bought but not taken a conveyance, make such agent or prior purchaser a party of the second part, and the purchaser of the third part.

Sub-purchase.

And it may here be noticed that a sub-purchaser has a right to call upon the original vendor to enable the first purchaser to convey to him, this case not being within the doctrine of champerty or maintenance. Wood *v.* Griffith, 1 Swanst. 54.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

(1) by an indenture of demise or lease, bearing date the day of , which was in the year , and made or expressed to be made between A. B. (*the lessor of the premises*) therein described of the one part, and the said (*vendor*) (2) of the other part, the said (A. B.) [for good and sufficient considerations therein mentioned], demised and leased unto the said (*vendor*) (3) [his executors, administrators, and assigns], All, &c.(4). To HOLD the same, with the appurtenances, unto the said (*vendor*) his executors, administrators, and assigns, from the day of then last

---

(1) As to where a recital of the vendor's title is proper, see Vol. I. No. XVI. p. 162, n. (3), and for forms of recitals of different kinds of deeds, &c. see INDEX *voc.* RECITALS.

Recitals. See also as to recitals, 4 Elem. Conv. 2d edit. p. 107.

Prior agreement. If the contract for sale made was by agreement in writing, see Vol. I. p. 161, notes, 164, n. (5).

Intermediate assignment. (2) If the premises have been the subject of intermediate assignments since the orignal demise, say,

"And C. D. (*the original lessee*) therein also described of the other part, the said (A. B.) for sufficient considerations therein expressed, demised and leased unto the said (C. D.) his executors, administrators, and assigns, All," &c.

Conciseness. (3) Whatever is inserted within brackets may be omitted (as not being essential to the efficacy of the deed), where brevity is particularly desired; but any attempt at more than ordinary conciseness, unless by a very skilful draftsman, is not to be recommended, and see *ante*, Vol. I. p. 160, n. (1).

Parcels. (4) Insert here an exact description of the premises, from the lease, or refer to a description of them in the operative part of the assignment, as,

"The several messuages, &c. hereinafter particularly described," and see *post*, p. 136, n. (2).

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

past, for the term or period of years, to be thence next ensuing, under and subject to the yearly rent of £ and the several covenants, provisoes, and agreements therein contained, which on the part of the said (*vendor*) his executors, administrators, and assigns, were thereby required to be paid, performed, or observed respectively, [as in and by the said indenture of lease, relation being thereunto had, will more fully appear](1). AND WHEREAS the said (*purchaser*)

Contract for purchase.

---

(1) If the vendor be assignee of the premises, recite here the assignment or demise to him,

Vendor an assignee.

"AND WHEREAS by divers mesne assignments and other acts in the law, and particularly by a certain indenture of assignment bearing date the day of , in the year , and made or expressed to be made between A. B. of the one part, and the said (*vendor*) of the other part, the said piece or parcel of ground, messuages, or tenements, erections, buildings, and other the premises comprised in and demised by the said indenture of lease, of the day of , were assigned to, and are now vested in the said (*vendor*) for all the then and now residue of the said term of years, subject to the rents, covenants, and agreements, on the tenant, lessee, or assignee's part, to be paid, observed, and performed, for or in respect of the same premises."

If the vendor be an under-lessee of the premises, say,

Vendor an under-lessee.

"WHEREAS by an indenture of demise bearing date the day of and made or expressed to be made between A. B. of the one part, and the said (*vendor*) of the other part, the said piece or parcel of ground, messuage or tenement, and premises were demised to and are now vested

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

hath contracted with the said (*vendor*) for the absolute purchase of the messuages or tenements, pieces or parcels of ground, and premises, comprised in the said indenture of lease for the now residue of the said term of years, by the said indenture of lease demised (subject as aforesaid) at or for the price or sum of £ (1),

---

in the said (*vendor*) for the term of years, from the day of , at the yearly rent of £ , and under and subject to the covenants and agreements therein contained on the part of the said (*vendor*) his executors, administrators, and assigns, to be paid, performed, and observed."

Licence. If the assignment be made by licence of the lessor, and he be not a party, recite here,

"AND WHEREAS the said (*lessee*) has obtained from the said (*lessor*) a full licence and authority in writing under his hand, bearing date, &c. empowering him the said (*lessee*) to assign the said premises in the manner hereinafter expressed, which said licence is, or is intended to be annexed unto, or indorsed upon these presents."

Fixtures, &c. (1) If a separate consideration is to be paid for fixtures, &c. add,

"AND also for the purchase of the several fixtures, and other things mentioned in the schedule hereunder written, at the sum of £ , making together the sum of £ ."

Sale by public auction. The above recital of the agreement for purchase corresponds with the supposition, that the estate was sold by private contract; but if it were sold by public auction, say,

"AND WHEREAS, the said messuages and premises were put up to sale by public auction, on the day of

and the same are now intended to be conveyed to him in the manner hereinafter expressed.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

last past, at which sale the said (*purchaser*) became and was declared to be the highest bidder for, and the purchaser of the same (being lot in the printed particulars of sale thereof), at the sum of £ , and thereupon paid into the hands of the auctioneer the sum of £ , by way of deposit, and in part of the said purchase money, conformably to certain printed conditions of sale there exhibited. AND WHEREAS the said (*purchaser*) is now desirous of completing his said purchase, and of having the said lands and hereditaments assigned to him in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance and completion of the said purchase, and in consideration of the said sum of £ , so paid by the said (*purchaser*) into the hands of the said auctioneer, at the time of the said sale, by way of deposit and in part of the said purchase money as aforesaid, and of the further sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, being the residue and in full of the said purchase money, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*), at or immediately before the sealing and delivery of these presents, the payment of which said sum of £ by way of deposit, and the receipt of which said sum of £ , for the residue of the said purchase money, making together the sum of £ , and being in full for the absolute purchase," &c. *as above.*

If the consideration be of any other kind than money paid down at the time of the execution of the conveyance, see Vol. I. No. XVI. p. 165, n. (6), *et seq.*

Consideration not money.

If part of the purchase or consideration money has been previously paid, say,

Part of consideration previously paid.

"For and in consideration of the sum of £ heretofore paid by the said (*purchaser*) by way of deposit, and in part

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.* WITNESS, that in consideration of the purchase money.

NOW THIS INDENTURE WITNESSETH, that for and in consideration (1) of the sum of £ of lawful money (2) of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same

---

of the said purchase money or sum of £ and of the further sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, being the residue and in full of the said purchase money, by him in hand well and truly paid to the said (*vendor*) at or immediately before the sealing and delivery of these presents, the payment of which two several sums of £ and £ making together the sum of £ and that the same is in full for the purchase," &c. *as above.*

Consideration not essential.

(1) No consideration is necessary to support an assignment of a term for years; the tenure subject to forfeiture, &c. being sufficient to support the assignment to the assignee, 1 Mod. 263.

Purchase money retained.

If part of the consideration money be retained by the purchaser, see Vol. I. p. 165, n. 7; and p. 170, notes; also *post*, rider (F).

Purchaser of largest lot.

(2) If the premises were sold by auction in lots, and the present purchaser is so of the largest lot, under conditions of sale, (which are usual) that he is to accept of a lease or assignment of the whole of the premises, subject to the covenants contained in the original lease, and grant under leases to the purchasers of the smaller lots, in order to prevent the under purchasers being liable to the whole of the rent reserved by such lease. The assignment of the minor lots to him may be by a separate witnessing part, to be inserted in his own assignment, conformably to the variation, *post*, rider (E); or, (and which is the preferable mode) it may be made by a separate deed; for the form of which, see WILDE'S SUP.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

is in full for the purchase of the messuages or tenements and premises hereinafter described, and intended to be hereby assigned, the said (*vendor*) doth hereby acknowledge, [and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns,] and also the said messuages or tenements and premises, by these presents (1), He the said (*vendor*) (2) HATH

---

(1) If an under-lease, instead of an assignment, is made, (*i. e.* the term of the assignor excepting a few days,) which is often done for the purpose of enabling the assignor to distrain, &c. by means of the reversion left in him, add, Underlease.

"And in consideration of the rents and covenants hereinafter reserved and contained on the part of the said (*assignor*), to be paid and performed."

(2) If the purchase be made by an agent on the part of the purchaser, or the purchaser buys of a person who had previously bought but not taken an assignment, add, Sub-purchase.

"With the privity and at and by the request and direction of the said (*agent*) or (*former purchaser*), testified by his being a party to and sealing and delivering these presents, HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, &c. and the said (*agent or former purchaser*) HATH bargained, sold, assigned, ratified, and confirmed, and by these presents DOTH bargain, sell, assign, ratify, and confirm unto the said (*purchaser*)," &c. *as above.*

If the assignment be by the licence of the lessor, add, Licence.

"By and with the privity and consent of the said (*lessor*) testified by his being a party to, and signing and sealing these presents, [*or* as appears by the licence and free consent in writing of the said (*lessor*) hereupon indorsed or hereunto annexed:]"

taking care that the terms and conditions of the licence be strictly pursued. 2 Durnf. and E. 425.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.* The vendor bargains, &c.

bargained, sold (1), assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*) his executors, administrators, and assigns, ALL those (2) the said several messuages

---

Bankruptcy, &c. And if there be a proviso in the assignor's lease declaring the lease to be void on his bankruptcy or insolvency, add,

"And independently of and notwithstanding any act of bankruptcy, insolvency, or other act or cause of forfeiture, if any, of or by the said (*assignor*)."

Bargain, &c. (1) The words "bargain and sale" are here to be understood as words of contract only, and not of conveyance under the statute of uses. The possessor of a chatteled interest not having a seisin out of which an use can rise. Fox ca. 8 Co. 93.

The words "assign, transfer, and set over," are the technical words of an assignment; but any other words expressive of the intent will be sufficient. 1 Lutw. 782; 2 *ib.* 1209.

Parcels. (2) If the parcels be inserted here, and not in the recital of the lease, care should be taken to describe them accurately, and the names of the enclosures and the quantities they contain should in general be inserted, as,

"All that messuage or tenement situated in the township or parish of, &c. in the said county of, &c. with the barns, &c. to the same adjoining and belonging, and now in the occupation of, &c. as tenant thereof to or under the said .

If any material variation, by reason of new erections or otherwise, has taken place in the description of the premises, since their demise or assignment to the present vendor, set forth the premises according to their present description, adding,

"Being the several messuages and tenements, [*or* part and parcel of the several messuages, &c.] comprised in and demised by the said hereinbefore in part recited indenture of lease, and assigned by, &c. as the same have been since varied and altered by new erections," &c. since built thereon, (*or as the case may be*).

or tenements, pieces or parcels of ground (*or as the case may be*) and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease, of the day of [and so assigned and transferred to the said *(vendor)* (*if the case were so*) by the said in part recited indenture of assignment of the day of] as hereinbefore is mentioned, with all and every the rights, members, easements, advantages, and appurtenances whatsoever, to the same premises belonging, or therewith or with any part thereof, now or usually occupied or enjoyed, as incident to the estate or interest of him the said (*vendor*) therein; together with the said hereinbefore in part recited indentures of lease (1)

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

If the vendor be an assignee of the premises, and the whole of the premises comprised in the former assignment are now sold to the same purchaser, they may be described, with reference to such assignment, as Vendor an assignee.

"All and singular the messuages or tenements and premises comprised in, and mentioned to be assigned by the hereinbefore in part recited indenture of assignment, of the day of ."

If the premises were sold with others in lots, an addition to the following description of them is often made, Lots.

"Being the messuages, &c. described or distinguished as lot No. in the printed particulars of sale hereinbefore referred to or mentioned."

But this is not essential.

(1) If only part of the premises comprised in the lease are sold, say, Part of premises sold.

"Together with a true and attested copy of the said in

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

[(1) and of assignment, and all mesne assignments and underleases, if any, thereof, and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agreements therein contained, which on the part of the lessor or landlord, or any underlessee or underlessees of the said premises are to be performed or observed], and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever of him the said (*vendor*) of, in, to, or out of the same premises, and every or any part thereof, under or by virtue of the said indenture of lease, [or otherwise howsoever]. To

To hold to the purchaser for the residue of the term,

HAVE AND TO HOLD (2) the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or intended so to be, with their and every of their respective rights, members, easements, advantages, and appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period of years, in and by the

---

part recited indenture of lease [and of assignment respectively,] and of all counterparts, of any under-lease or underleases of the same."

Part sold. (1) If a part only of the premises comprised in the original lease are to be assigned, omit the lines within brackets.

Habendum. (2) Of the habendum of a deed, see Vol. I. No. XV. p. 136, notes; also 4 Elem. Conv. 2d edit. p. 111.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

said in part recited indenture of lease granted, or demised, which is or may be yet to come and unexpired by effluxion or computation of time, [and in such and the same, or the like manner, and as beneficially to all intents and purposes as the said (*vendor*) now holds or enjoys, or at or immediately before the sealing and delivery of these presents held or enjoyed the same, and as if the name of the said (*purchaser*) had been inserted in the said in part recited indenture of lease, instead of the name of him the said (*vendor*)]. SUBJECT nevertheless to the payment of the yearly rent in or by the same indenture of lease reserved, [or such part thereof, as by the tenant or lessee of the said premises, his executors, administrators, or assigns,] is or ought to be paid for or in respect thereof, from and after the day of now last past; and to the performance and observance of the covenants, provisoes, and agreements therein contained, which on his or their part or behalf are or ought to be observed or performed from and after the date of these presents (1). AND the said (*vendor*) for himself,

Subject to the rents and covenants in the lease.

Covenant by vendor that the assigned lease is valid.

(1) If the original purchaser has parted with his interest in the premises to a third person before any assignment was made to him, and it is now made by the vendor to such third person, add here a covenant by the original purchaser that he has not incumbered; the form of this covenant may be as follows:

Sub-purchase.

"And the said (*original purchaser*), for himself, his heirs, executors, and administrators, doth hereby covenant and de-

PURCHASES. his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said

LEASEHOLDS.

Vendor to Purchaser.

clare with and to the said (*present purchaser*), his executors, administrators, and assigns, in the manner following, that is to say, that he the said (*original puchaser*) hath not at any time heretofore made, done, committed, executed, or knowingly occasioned, suffered, or omitted, nor been party or privy to any act, deed, matter, or thing whatever, whereby or by reason or means whereof the messuages, or tenements, and premises hereinbefore assigned, or otherwise assured, or intended so to be, or any of them, or any part thereof respectively, or any estate or interest therein, can or may be impeached, charged, incumbered, or prejudicially affected in any wise howsoever, or whereby the said *(original purchaser)* is or may be prevented from assigning and assuring the premises, or any part thereof, unto the said (*present purchaser*) in the manner hereinbefore expressed, and according to the true intent and meaning of these presents."

If there were a proviso against assigning, or that the lease should be void on the bankruptcy or insolvency of the vendor, add,

Licence to assign, bankruptcy, &c.

"Save only and except the said hereinbefore in part recited proviso or agreement relative to any assignment to be made by the said (*vendor*) without the consent of the said (*lessor*), or any act of bankruptcy or insolvency, or other act or cause of forfeiture by reason thereof, on the part of the said (*vendor*), which said proviso or agreement is hereby abrogated and annulled."

If the lease be assigned by the licence of the lessor, add (if required),

Licence.

"PROVIDED always, and it is hereby expressly understood, declared, and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents is, that nothing herein contained

(*purchaser*), his executors, administrators, and assigns, in the manner following (that is to say), PURCHASES. LEASEHOLDS.

Vendor to Purchaser.

shall extend or be construed to extend, to permit or suffer the said (*purchaser*), his executors or administrators, or any of them, in any way or manner, to assign, set over or underlet the said messuage or tenement, and premises, or any part thereof, to any person or persons whatsoever, for all or any part of the residue or remainder of the said term of years now to come and unexpired, without a like consent in writing of the said (*lessor*), his heirs or assigns; but that the said clause against assigning or under-letting in the said recited indenture of lease contained, without the licence and consent of the said (*lessor*), his heirs and assigns, shall, as to any future assignment or under-letting, be and be considered, to all intents and purposes, in as full force and effect as if he the said (*lessor*) had not executed these presents, [or given such licence or consent as aforesaid] any thing herein, [*or* in the licence or consent] contained to the contrary thereof, in any wise notwithstanding, or as if the name of the said (*purchaser*) had been inserted in the said in part recited indenture of lease, instead of the name of him the said *(vendor)*; and the said (*purchaser*), for himself, his executors and administrators, doth hereby covenant, promise, and agree, to and with the said (*vendor*), his executors and administrators, that he the said *(purchaser)*, his executors or administrators, shall not nor will at any time or times hereafter during the residue or remainder of the said term of years, now to come and unexpired, assign and set over, or in any wise part with or underlet the said messuage or tenement, and premises, or any part thereof, to any person or persons whatsoever, without the licence and consent of him the said *(lessor)*, his heirs or assigns, in writing for that purpose, first had and obtained, and that if the said (*purchaser*), his executors or administrators, shall in any manner or way assign, under-let, or part with the said premises, or any part thereof, without such consent as last-aforesaid, then and from thenceforth and

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said (*vendor*) (1) at any time heretofore made, done, committed, or knowingly occasioned, suffered, or omitted, to the contrary (2) the said hereinbefore in part recited indenture of lease, mentioned to bear date the day of is at the time of the sealing and delivery of these presents, a good, valid, and effectual lease, both at law and in equity, of and for the premises thereby expressed to be demised, and hereby assigned, or intended so to be, and that the same, and the term of years therein expressed to be granted, are respectively in full effect, and in no wise forfeited, surrendered, assigned, determined, or otherwise become void, voidable, or prejudicially affected, in any manner howsoever, other than by

---

immediately thereupon, it shall be lawful for the said (*lessor*), his heirs or assigns, into the said messuage or tenement, and premises, and every part thereof, to enter, and the same to have, hold, occupy, possess, and enjoy, as in his or their first and former estate, to all intents and purposes, as if the said recited indenture of lease, or these presents, had not been made."

Vendor entitled by will.

(1) If the vendor became entitled by will, add,

"Or the said (*testator*) deceased,"

or other person who was the last purchaser for a valuable consideration.

Vendor an assignee.

(2) If the vendor is himself an assignee of the premises, say,

"Indentures of lease and assignment, mentioned to bear date the day of , and the day of , are and each of them is good, valid, subsisting and effectual both at law and in equity," &c.

effluxion of time(1). [AND (2) that the yearly and other rents, in or by the same indenture of lease reserved, and all arrears thereof, and also the land and sewers tax, and all other taxes, rates, and assessments chargeable upon the said premises, or the tenant or occupier, or tenants or occupiers thereof for the time being, for or in respect of the same, have been, and are well and truly paid and satisfied, up to the said day of last past;] AND (3) that the several covenants, conditions, and agreements therein contained, which on the part of the tenant or lessee of the same premises are required to be performed or observed, have been well and truly observed and performed, down to the date of these presents. AND also that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute authority to bargain, sell, assign, transfer, and assure the said messuages or tenements, pieces or parcels of

That the rent and taxes have been paid,

And covenants performed up to this time.

That the vendor has right to assign.

(1) An absolute covenant in an assignment of a lease that the lease is good, is held not to be qualified by the subsequent covenant for quiet enjoyment, against all persons claiming under the assignor; Barton *v.* Fitzgerald, 15 East. 530.

Rent paid, &c.

(2) Where vouchers are produced (and they should be required), for the rent and taxes up to the last quarter day, this bracketed covenant may be omited.

(3) As there is subsequently a covenant that the lease is valid and unavoidable, which it could not be if the covenants had not been performed, this declaration is not to be considered as essential.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

ground, and all and singular other the premises hereinbefore assigned, or expressed and intended so to be, and every part and parcel thereof, with their respective rights, members, easements, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, [for and during all the residue or remainder which is now to come and unexpired, by computation of time of or in the said term or period of years, so thereof or therein granted as aforesaid], in the manner aforesaid, and according to the true intent and meaning of these presents. And further that he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, immediately, or at any time after the execution of these presents, and from time to time, and at all times thereafter, during the residue or remainder, which is now to come and unexpired, by effluxion of time, of or in the said term of years, by the said in part recited indenture of lease granted as aforesaid, peaceably and quietly enter into and upon, and have, hold, use, occupy, possess, and enjoy all and singular the same messuages or tenements, pieces or parcels of ground, and other the premises hereby assigned, or intended so to be, with their and every of their rigghts, members, easements, and appurtenances, for and during such residue or remainder of the said term, and receive, take, and retain the rents, issues, and profits thereof, which shall or may arise or become payable from or after the said day of last past, to

That the purchaser shall quietly enjoy.

and for his and their own use and benefit, without any action, suit, eviction, hindrance, molestation, disturbance, or interruption whatsoever, of or by the said (*vendor*), his executors or administrators, or any person or persons now or hereafter rightfully claiming or possessing, [either at law or in equity], any estate, right, title, charge, or interest, in, to, out of, or upon the said premises, or any part thereof, by, from, under, or in trust for him, them, or any or either of them, or by or through his, their, or any or either of their acts, deeds, defaults, means, consent or privity; (any person or persons claiming or entitled under or by virtue of leases or agreements for leases of which the said (*purchaser*), at or before the sealing and delivery of these presents, hath notice, so far as concerns their respective estates and interests, under or by virtue of the same, only excepted). And that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise by and at the expense of the said (*vendor*), his executors or administrators, well and effectually protected, defended, kept harmless and indemnified from and against all and all manner of former and other assignments [gifts, grants, bargains and sales, mortgages, wills, conveyances, surrenders, assurances, rents, taxes, statutes, judgments, recognizances, extents, executions, forfeitures, re-entry, and cause and causes of forfeiture or re-entry, legacies], estates, rights, titles, trusts, interests, charges, payments, and incumbrances whatsoever, which at any time heretofore have been, or which

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

Free from incumbrances.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

at any time hereafter shall or may be made, committed, created, or knowingly occasioned or suffered by the said (*vendor*), or any person or persons now or hereafter lawfully or equitably and rightfully claiming or possessing any estate, right, title, or interest, by, from, under, or in trust for him, them, or any or either of them, save and except the rent (1) or rents in and by the said hereinbefore in part recited indenture of lease reserved or made payable, from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed, during the now residue of the said term of years; and save also and except such leases or agreements for leases as aforesaid, and the several estates or interests now subsisting under or by virtue of the same respectively (2). AND more-

Covenant for further assurance.

Part of the premises sold.

(1) If a part only of the demised premises are sold, say,

"Such part or proportion of the said rent or rents, in or by the said in part recited indenture of lease reserved and made payable, and such and so many of the covenants and agreements therein contained as are hereinafter covenanted or agreed to be performed or observed by the said (*assignee*), his executors or administrators."

Ground rent,

(2) If the premises sold are together with others subject to a ground rent or the like, add here, or *post*, p. 152, a covenant by the vendor to pay his proportion and indemnify the purchaser; see *post*, rider (D), p. 162, and add,

"He the said (*purchaser*), from time to time, well and

PURCHASES.
LEASEHOLDS.
Vendor to Purchaser.

over, that he the said (*vendor*), his executors and administrators, and all and every person and persons whomsoever, now or hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, or interest, in, to, out of, upon, or respecting of the said messuages or tenements, pieces or parcels of ground, and other the premises hereinbefore assigned, or mentioned and intended so to be, or any part or parcel thereof, by, from, under, or in trust for him, them, or any or either of them (other than persons claiming and entitled under or by virtue of such leases, or agreements for leases as aforesaid, or under or by virtue of these presents, so far as concerns their respective estates and interests under or by virtue of the same), shall and will from time to time, and at all times hereafter, before the expiration of the said term of years, by effluxion of time, upon every reasonable request, and at the proper costs and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect, or [cause and procure to be made, done,

---

truly paying the said appointed yearly rent of £ payable for or in respect of the premises expressed to be hereby assigned, and performing and observing all and every the covenants and agreements in the said in part recited indenture contained, so far as they respectively relate unto or concern the same premises, and saving harmless and indemnifying him the said (*lessor*), his executors and administrators, from and against the same."

PURCHASES. executed, and perfected], all and every such further and other lawful and reasonable acts, deeds, assignments, and assurances, in the law whatsoever, for the further, better, more perfectly, and absolutely, or satisfactorily assigning, confirming and assuring all and singular the same messuages or tenements, and premises, or any part thereof, with their respective appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, for all the residue and remainder which shall be then unexpired of the said term by effluxion of time, as he the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law (being of the degree of a barrister), shall reasonably require or advise [so that such further assurances or any of them, do not contain nor imply any further or more general covenants on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults, of him, her, or them, and of his, her, or their lessors or assignors, or executors and administrators; and so that the person or persons, who shall be required to make or execute the same, be not obliged to go from his, her, or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses; which said acts, deeds, and assurances, shall (unless otherwise declared or expressed) be and enure in cor-

LEASEHOLDS.

Vendor to Purchaser.

roboration of these presents, and of the estate and interest hereby, or mentioned or intended to be hereby assigned or otherwise assured (1)]. AND in consideration of the assignment and premises aforesaid, the said (*purchaser*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*vendor*), his executors and administrators, in manner following (that is to say) (2), that he the said (*purchaser*), his executors, administrators, or as-

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

Covenant by purchaser to pay rent, &c.

---

(1) If the premises are sold by auction in lots, and the purchaser is such of the largest lot, and the conditions of sale be, that he shall have an assignment of the lease, executing underleases to the several purchasers of the smaller lots, for the residue of the term, save a day, at a pepper-corn rent, the other lots may be assigned to him by a separate witnessing part, upon trust or condition to grant such leases when required by the vendor or other person entitled to require the same, see *post*, rider (E), or the assignment may be by a separate instrument, for the form of which, see WILDE'S SUPPLEMENT, Vol. I. No. XXVIII. p. 210.

Purchaser of largest lot.

(2) The assignee of a lease is bound to covenant to indemnify the assignor against the payment of the rent and performance of the covenants in the lease, and that whether the assignment be from the lessee or by an assignee, Stains *v.* Morris, 1 Ves. and Bea. 13, and although he is not required to do so by the agreement for sale, Parker *v.* Mathews, 1 Brow. C. C. 52.

Indemnity against rent, &c.

But where the vendor is an assignee of the premises this covenant is sometimes omitted, because an assignee, by assigning over, gets rid as well in equity as at law, of the covenants in the lease, whether they are such as are incident to the estate or not, Valliant *v.* Dodonede, 2 Atk. 546; Letteux *v.* Nash. 2 Stra. 1221; Buckland *v.* Hall, 8 Ves. 95; but where the assignee has himself personally covenanted to pay, perform, and indemnify

Vendor or assignee.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

signs, shall and will from time to time, and at all times hereafter, during the residue or remainder which is now to come and unexpired of the said term or period of years (or during such part thereof, as he or they shall or lawfully may have and enjoy peaceable and quiet possession, under or by virtue of these presents, of the messuages, ground, and premises, expressed to be hereby assigned, according to the true intent and meaning hereof, against the said (*vendor*), his executors and administrators, and all and every person and persons rightfully claiming from or under, or in trust for him or them), as aforesaid, well and truly pay (1), or cause to be paid, the

---

his assignor against such covenants (which he is always expected to do), the necessity of this covenant on the part of the last assignee is revived in order that he may be protected against his own covenant.

Covenant by purchaser to pay rent, &c.

(1) As the vendor will continue liable to pay the rent during the term, under his covenant for that purpose contained in his lease, notwithstanding his assignment to another, even though such assignment be under a commission of bankruptcy, see Mills *v.* Auriol, 1 H. Black. 433, 4 Durnf. and E. 94; Bull *v.* Sibbs, 8 *ib.* 327; Boot *v.* Wilson, 8 East. 311, this covenant is very essential; but in order that the vendor may avail himself of it, it is necessary that he should have a counterpart of the assignment; to avoid the expense of which, this covenant is sometimes omitted, and a deed of covenant or bond taken from the assignee for performance of the covenants in the lease, a form of which will be found in WILDE'S SUPPLEMENT, Vol. II. No. XCVIII. p. 101.

Or a proviso, similar to that in leases, may be added on breach of covenants, &c. see Doe *v.* Bateman, 2 Barn. and Alders. 168.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

yearly rent of £ in and by the said hereinbefore in part recited indenture of lease reserved (1), at such times and in such manner as the same is thereby reserved and made payable, [and also well and truly pay and satisfy all rates (2), taxes, duties, and assessments, chargeable upon or payable for or in respect of the said premises, by the tenant, lessee, assignee, or occupier thereof, from and after the said day of now last past], and also observe and perform all and every (3) the covenants, provisoes, clauses, conditions, and agreements, which from henceforth during the same term or period, on his or their part or behalf, are or ought to be performed and observed for and in respect thereof, or of any part thereof; [and shall and will from time to time, and at all times hereafter, protect, defend, keep harmless, and indemnified, the said (*vendor*), his heirs, executors and administrators, and his and their lands and tenements, goods, chattels, and effects, from and

And indemnify vendor.

Bankruptcy.

Under the 49th Geo. III. c. 121, s. 19, if the lessor becomes bankrupt, and his assignees accept the lease, the bankrupt after such acceptance is not liable to be in any manner sued in respect of any subsequent non-observance or non-performance of the covenants, &c. contained in his lease, and see Doe dem. Cheere v. Smith, 5 Taunt. 795.

Part of the premises assigned.

(1) If a part only of the premises comprised in the lease be assigned, say,

"Or such part or proportion, &c." as *ante*, p. 146. n. (1).

(2) No remedy lies against either lessee or assignee for payment of taxes after relinquishment of possession, the premises only being liable.

Part of premises.

(3) If part only of the premises comprised in the lease are assigned, see *ante*, p. 146, n. (1).

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

against the same rents, covenants, and agreements, and of and from all actions, suits, costs, damages, and expenses whatsoever, which he, they, or any or either of them, shall or may pay or sustain, or be liable to pay or sustain by reason of the non-payment, non-performance, or non-observance thereof respectively, or of any of them (1).] IN WITNESS, &c.

Underlease, or part of premises assigned.

(1) If the assignment be of an underlease, or if part only of the premises comprised in the lease be assigned, there may be added, a similar covenant to the above from the vendor to the purchaser for paying and performing the rent and covenants in the original lease, or so far as they relate to the premises not now assigned, see *ante*, p. 146, n. (2), with the addition of,

"And the said (*vendor*) doth also for himself, his heirs, executors, and administrators, covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that he the said (*purchaser*) shall or lawfully may pay unto the said (*original lessor*), the said yearly rent or annual sum of £ , so reserved in or by the said hereinbefore in part recited indenture of lease of the day of and that the receipt of the said (*original lessor*) may be tendered, and shall be accepted by him the said (*vendor*), his executors, administrators, and assigns, as in and for payment (or part payment) and satisfaction of the rent reserved, to the said *(lessor)* in or by the said indenture," see *ante*, p. 146, n. (2).

Lessor purchaser.

If the lessor of the premises be the purchaser, instead of covenants to pay and perform rent, &c. add release from purchaser to vendor of such rent, &c.

Fixtures, &c.

If fixtures, &c. are included in the purchase, add here the variation *post*, rider (A), p. 155.

Policy of insurance.

If a policy of insurance is assigned, such assignment may be added, as *post*, rider (B), p. 158.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

If the lease is not delivered to the purchaser, a covenant to produce it may be inserted here, as *post*, rider (C), p. 160.

For various other covenants, provisoes, clauses, &c. to be inserted when required by particular circumstances attending the title, or by agreement of parties, see variations Vol. I. No. XVI. p. 188, *et seq.*

Production of lease. Provisoes, &c. Stamp.

*** An assignment of a lease, although not under seal, must be stamped. See Hodges v. Drakeford, 1 Bos. and Pul. N. R. 270; and *ante*, Vol. I. INTRODUCTION, p. ci.

Stamp.

As to the stamp to be impressed, see Vol. I. INTRODUCTION, p. xcvi. also 4 Elem. Conv. 2d edit. p. 86.

Execution, &c.

As to the execution, attestation, receipt for consideration money, &c. &c. see Vol. I. No. XV. p. 158, n. (82); No. XVI. p. 184, n. 28, *et seq.*; and see also INTRODUCTION, Vol. I. p. xliv. and lxxxiv. *et seq.* also 4 Elem. Conv. 2d edit. p. 88, *et seq.*

Registry.

As leases at rack-rent, or not exceeding twenty-one years where the possession and occupation follow the lease, are excepted out of the registry acts, see 2 WILDE'S SUPPLEMENT, p. 198; it appears certain that where the lease comes within these exceptions, no assignment of it or any derivative interest out of it need be registered, but *ex abundante cautela* registration is frequently recommended.

Judgments, &c.

Search should be made for judgments, &c. on the purchase of leaseholds as well as of estates of inheritance, immediately before the execution of the assignment; for although by the better opinion, leaseholds seem not to be bound by judgments until execution has been actually delivered to the sheriff, see Rigge Reg. p. 89, n. (*q*). and Sugd. Vend. and Pur. p. 306, yet if a judgment is found to be outstanding, execution may, for any thing that can be known, be delivered to the sheriff before the signing of the purchase deed, and see *ante*, Vol. I. INTRODUCTION, p. xcv.

Licence to be indorsed.

If the lease be assigned by virtue of a licence, and the lessor is not a party, affix such licence, or indorse an attested copy of it on the assignment, the form of which may be thus:

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

"BE it known, that I *(the lessor)* of, &c. do hereby give and concede unto *(the lessee)* of, &c. my full licence and consent to demise, assign, or otherwise part with or dispose of all or any part of a messuage, or tenement and premises to him demised in or by a certain indenture of lease, bearing date, &c. and made between, &c. unto *(the assignee)* of, &c. for all or any part of the estate, term, or interest of him the said *(lessee)* therein, under or by virtue of the said indenture, any covenant, proviso, or stipulation in the said indenture of lease contained, in any wise notwithstanding. As witness my hand, this day of ."

(A) *Bargain and Sale of Fixtures,* (1) *Furniture, &c.* See *ante*, p. 152.

If fixtures, furniture, &c. are at the same time sold, and intended to be transferred to the purchaser, add,

"AND THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the sum of £ of lawful and current money aforesaid, to the said *(vendor)*, in hand well and truly paid by the said (*purchaser*), at or before the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge, [and of and from the same and every part thereof, doth acquit, release, and discharge the said (*purchaser*), his executors, administrators, and assigns, and every of them, as well by these presents as by a receipt for the same sum hereupon indorsed], He the said (*vendor*) (2), HATH granted, bargained, and sold, and by these presents, DOTH grant, bargain, sell, and confirm, unto the said (*purchaser*), ALL and singular the several ranges, grates, cupboards, cisterns, coppers, dressers, shelves, and other the goods, chattels, furniture, effects, matters, and things which are mentioned and set forth in the schedule or inventory hereunder written or hereunto annexed, and every part and parcel thereof, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, of him the said (*vendor*), of, in, and to

FURTHER WITNESS. Bargain and sale of fixtures, &c.

(1) Things erected by a tenant for the benefit of his trade, and which may be removed without injuring any part of the premises, are considered to be personal chattels and not fixtures, as are also all such things as are usually valued between outgoing and incoming tenants, Davies v. Jones, 2 Bar. and Ald. 165.

(2) If any of the fixtures belong to the original lessor, and an assignment of the lease cannot be made without his consent, add,

"By and with the consent of the said (*lessor*), testified by his being a party to these presents," *(or otherwise as the case may be).*

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

the same respectively; (save only and except such of the said fixtures, &c. (if any) as are so affixed or fastened to the freehold of the said premises, as lawfully and rightfully to belong unto the lessor, or ground landlord thereof). To HAVE AND TO HOLD the said fixtures, furniture, goods, chattels, matters, and things last hereby granted, bargained, and sold, or mentioned or intended so to be, and every of them, and every part and parcel thereof, with their respective appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, as and for his and their own proper goods, chattels, and effects, absolutely and for ever, free and clear of and from all liens, charges, and incumbrances affecting the same, and all or any account to be made or given by or to any person or persons whomsoever, for or in respect thereof. [AND the said *(vendor)*, for himself, his executors and administrators, doth hereby, and at all times hereafter will, warrant, and defend the same goods, fixtures, furniture, chattels, and effects, unto the said (*purchaser*), his executors, administrators, and assigns, against all persons whomsoever (1);] and of which said goods, fixtures, furniture, chattels, and effects, the said (*vendor*) has put the said (*purchaser*) in actual possession, by delivering unto him a chair (*or other thing*) in the name and in lieu of the whole thereof (2)."

Warranty.

Warranty.

(1) A warranty in a bargain and sale of fixtures, although generally inserted, appears to be of no further efficacy, than as a covenant; as a proper warranty extends only to estates of inheritance or of freehold, and not to chattel or personal interests, see Co. Litt. 101. b.

Delivery of possession.

(2) In the transfer of personal chattels for an absolute interest, it is requisite that actual possession should be delivered of them, Edwards *v.* Harben, 2 Durnf. and E. 587. Possession being the criterion of title to this species of property, Hiern *v.* Mills, 13 Ves. jun. 122, and see Phelps *v.* Pitt, 5 Esp. 22; Jones *v.* Gibbons, 9 Ves. jun. 910. Rob. fraud, 548; but fixtures to the freehold follow the land, and are secured to the lessee or assignee by the muniments of the title, Poole's Ca. 2 Salk. 368, Bucknal *v.* Roiston, Pre. Ch. 287.

Memorandum of delivery of possession of Fixtures, &c. to be indorsed.

Memorandum of delivery of fixtures.

"BE IT KNOWN that possession of the several fixtures, furniture, goods, and chattels, within mentioned to be bargained and sold, or otherwise assured, and in the within written schedule or inventory mentioned, was delivered by the within named (*vendor*) in his own proper person, to the within named (*purchaser*) in his own proper person, (*or as the case was*) by the delivery of a chair *(or other thing)* in the name of the whole of the said goods and chattels, on the day and year first within written, and according to the purport of the within mentioned indenture, in the presence of us."

A. B.
C. D.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

(B) *Assignment of Policy of Assurance.* See *ante*, p. 152.

If the premises are insured, and it is intended that the purchaser shall have the benefit of the policy, he must take an assignment of it, and be careful that it is delivered up to him, as an actual production of the policy is required in order to entitle him or his assigns to the benefit of it, the entry in the books of the insurance office not being sufficient for this purpose, see Rex v. Doran, 1 Esp. Rep. 127. and *vide* also 4 Durn. and East. 340, 690. Delany v. Stoddard, 1 *ibid* 26. Innes v. Dunlop, 8 *ibid* 595.

The form of such assignment, if made in the purchase deed, may be as follows:

Recital of policy of insurance.

"AND WHEREAS the said messuages or tenements, and other the buildings, hereby assigned, are insured against damage by fire, for the term of years, from the day of ; and it was agreed upon the contract for the said purchase, that the benefit of the said insurance should be assigned to the said (*purchaser*). Now

FURTHER WITNESS: Assignment of such policy to the purchaser.

THEREFORE THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, set over, and confirm unto the said (*purchaser*) his executors, administrators, and assigns, ALL that deed poll or policy of insurance, bearing date the day of which was in the year , and numbered , and being, or purporting to be under the hands and seals of three of the directors of the insurance office or company, by which said policy the messuages or tenements, and buildings mentioned or intended to be hereby assigned, are, or are expressed to be insured against damage by fire, in or for the sum of £ for the term of years from the date thereof, TO HAVE, receive, and take the said policy of insurance, and all and every sum and

sums of money which shall or may become due and payable thereupon or by virtue thereof, and all other benefit and advantage whatsoever which shall or may accrue from or in respect of the same, unto the said (*purchaser*) his executors, administrators, and assigns, to and for his and their own proper use and benefit, free and clear of and from all and all manner of charges, liens, and incumbrances whatsoever: And the said (*vendor*) doth hereby nominate, constitute, and appoint the said (*purchaser*) his executors, administrators, and assigns, his true and lawful attorney and attorneys, to demand, recover, and receive all such sum and sums of money as aforesaid, in as full and ample a manner in all things as he the said (*vendor*) could or might have done if these presents had not been made."

Letter of attorney.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

(C) *Covenant for production of the Lease* (1). See *ante*, p. 152.

If a part only of the premises comprised in the lease be sold to the present purchaser, and the lease be not given up to him, a covenant may be added for the production of it.

Recital of agreement for vendor to retain the lease.

"And whereas the messuages and premises hereby assigned, are part only of the messuages and land demised (*or* assigned) to the said (*vendor*) by the said in part recited indenture of lease (*or* assignment), wherefore it has been agreed that the said indenture shall remain in the custody of the said (*vendor*) upon his entering into such covenant for the production and delivering copies thereof, as hereinafter is expressed. Now the said (*vendor*) for himself, his executors and administrators, doth hereby covenant, grant, declare, and agree with and to the said *(purchaser)* his executors, administrators, and assigns, that he the said *(vendor)* his executors and administrators, shall and will from time to time, and at all times hereafter (unless prevented by fire or other inevitable accident) upon every reasonable request in writing, and at the costs and expense of the said (*purchaser*) his executors, administrators, and assigns, produce and shew forth, or cause to be produced and shewn forth, in any part of the United Kingdom of Great Britain and Ireland, unto and for the perusal of the said (*purchaser*) his executors, administrators, and assigns, or his or their trustee or trustees, or the counsel or solicitor of him, them, or any or either of them, at any trial, hearing, or examination, in, or directed by any court of law or equity, and unto or before any commis-

Covenant by vendor for production of the lease.

Lessor's title.

(1) It appears to be now settled that a purchaser has a right to a production of the lessor's title deeds (except in the case of a bishop's lease, Fane v. Spencer, 2 Madd. 438), unless waved by express contract, as the right to a good title is a right given by law, and now growing out of the contract, Ogilvie *v.* Foljambe, 3 Mer. 53.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

sioners, arbitrators, or umpire, lawfully appointed, and upon every other necessary or proper occasion, and in such manner and form, and for such time as shall be fit and reasonable, the said hereinbefore in part recited indenture of lease, [and of assignment respectively], (*or as the case may be*) for the manifestation, support, or defence of the estate, right, title, interest, or possession of the said (*purchaser*) his executors, administrators, or assigns, of, in, or to the premises mentioned to be hereby assigned, or any part thereof; and also shall and will, at and upon the like request, costs, and expense, and for the like or any other purpose or purposes, make and deliver, or cause and procure to be made and delivered to him or them, with all reasonable despatch, true and attested copies (duly stamped) of the same indentures, or of either of them, or of any covenants, provisoes, clauses, or agreements therein contained. [AND moreover shall and will in the mean time, and at all times from henceforth, use and take, or cause to be used and taken, all due and proper care and means to preserve the same from being lost, destroyed, cancelled, or defaced, in any manner howsoever. PROVIDED always(1), and it is hereby agreed and declared, by and between the said (*vendor*) and (*purchaser*) that upon every such delivery or production of the said indentures, or either of them, the said (*purchaser*) his executors, administrators, or assigns, shall and will, if required, sign and give to the said (*vendor*) his executors, administrators, or assigns, an express and particular acknowledgment or receipt in writing, under his or their hand or respective hands for the same, and in which said receipt or acknowledgment shall be comprised a sufficient and satisfactory undertaking for the re-delivery thereof unto the said (*vendor*) his executors, administrators, and assigns, when and so soon as the same shall have been used for the purpose or purposes aforesaid, whole, uncancelled, and undefaced (accidents by fire or other unavoidable cause only excepted.)] IN WITNESS, &c."

Proviso for re-delivery.

(1) This proviso is necessary only when the deeds are delivered out of the vendor's custody.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

(D) Variation *where the Premises sold are, together with others, subject to a Ground Rent reserved out of other Premises also, and of which the Purchaser is to pay a proportionate Part* (1).

"AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (*purchaser*) his executors, administrators, and assigns, that he the said (*vendor*), his heirs, executors, or administrators, shall and will from time to time, and at all times hereafter (so long as the said (*purchaser*), his heirs, executors, administrators, and assigns, shall well and truly perform the covenants and agreements hereinafter contained on his and their parts to be performed) well and truly pay, or cause to be paid one full part or proportion (the whole into equal parts or proportions being considered as divided) of the said yearly rent or annual sum of £ so reserved or made payable in or by the hereinbefore in part recited indenture of lease, of the day of for or in respect of the messuages, &c. and premises hereby assigned as hereinbefore is mentioned. And also from time to time, and at all times hereafter, so long as aforesaid, observe, perform, fulfil, and keep all and every the covenants and agreements in the same indenture contained, which on the part and behalf of the said (*vendor*) his heirs, executors, administrators, or assigns, are or ought to be observed, performed, fulfilled, and kept, relative to or in respect of or concerning all and every or any such part or parts of the messuages, &c. and premises thereby demised, as are not comprised in or expressed or intended to be assigned by these presents. And also that he the said (*vendor*) his heirs, executors, administrators, and assigns,

(1) See also *ante*, Vol. I. p. 212, and 427.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

shall and will from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified the said *(purchaser)* his executors, administrators, and assigns, and his and their goods and chattels, and lands and tenements, from and against the same and every sum and sums of money, actions, suits, costs, charges, damages, and expenses, whatsoever, which he or they shall or may pay, sustain, or be put unto, for or by reason of any default in payment of such part or proportion of the yearly rent or annual sum, or the non-performance or non-observance of such of the said covenants and agreements as last aforesaid, and which according to the true intent and meaning of these presents are or ought to be paid, observed, and performed respectively, by him the said *(vendor)* his heirs, executors, administrators, or assigns. PROVIDED ALSO, and it is hereby further granted, declared, and agreed, that if at any time or times hereafter any lawful distress or distresses shall be made in or upon the said messuages, &c. or premises hereby assigned or otherwise assured as aforesaid, or intended so to be, for any greater part or proportion of the said yearly rent or annual sum of £ than one part of the same, or other greater part or proportion than according to the true intent and meaning of these presents is to be paid by the said *(purchaser)* his executors, administrators, or assigns, for or in respect thereof, then and in such case, and from time to time, as often as the same shall happen, it shall be lawful for the said *(purchaser)* his executors, administrators, or assigns, in and upon all or any other of the messuages and premises comprised in the said indenture of the day of and not hereby expressed or intended to be assigned, to enter and distrain for all such sum and sums, costs, charges, damages, and expenses, as he the said *(purchaser)* his executors, administrators, or assigns, shall pay, sustain, or be put unto by reason of any distress or distresses so to be made in or upon the premises hereby assigned or otherwise assured as aforesaid, or intended so to be, and in due time after any distress or distresses shall be so made or taken by him the said *(purchaser)*, his executors, administrators, or assigns, to appraise, sell, and dis-

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

pose of the same, or otherwise act therein in like manner as in the case of distresses for rent in arrear from tenant to landlord, on any demise or lease for years. TO THE END AND INTENT that he the said (*purchaser*), his executors, administrators, and assigns, shall or may be thereby fully satisfied and paid all such sum and sums of money, costs, charges, damages, and expenses, as he, they, or any of them shall so pay, sustain, or be put unto, in, about, or relating to every, any, or either of the said distress or distresses so to be made upon him, her, or them." (*A similar proviso and covenant may be added from the purchaser with respect to the other part of the yearly rent.*)

(E) Variation *where the Purchaser is so of the largest of several lots, see* ante, p. 134, 149.

"AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance and execution of the hereinbefore in part recited particulars and conditions of sale relative to the several messuages or tenements, and premises comprised in the several lots numbered respectively , and to the end and intent that the said (*largest purchaser*) may be enabled to execute such derivative or under-leases of the same to the several purchasers thereof as by the said conditions of sale are required; [and also for and in consideration of the further sum of 5*s*. of like lawful current money to the said (*vendor*) at the time aforesaid paid by the said (*largest purchaser*) the receipt whereof is also hereby acknowledged], He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, ALL, &c. being the several messuages or tenements, and premises comprised in the several lots numbered respectively , in the particulars of sale hereinbefore referred to, with all and every the rights, members, easements, privileges, advantages, and appurtenants to the same premises belonging, or in any wise appertaining, or therewith, or with any part thereof, now or usually occupied or enjoyed, together with the said hereinbefore in part recited indenture of lease, and all benefit and advantage of the same, and of all and every the covenants, clauses, provisoes, and agreements therein contained on the part of the lessor or landlord of the said premises to be performed or observed; and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*), of, in, or to the same pre-

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

mises, and every part or parcel thereof, under or by virtue of the said indenture of lease, [or otherwise howsoever]. To HAVE AND TO HOLD the said several messuages or tenements, and all and singular other the premises lastly hereinbefore assigned, or mentioned or intended so to be, and every part and parcel of the same, with their and every of their respective rights, members, privileges, easements, advantages, and appurtenants unto the said (*largest purchaser*) his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term or period of years, in and by the said hereinbefore in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion or computation of time. Subject nevertheless, in conjunction with the messuage or tenement, and premises firstly hereinbefore assigned, or mentioned or intended so to be, to the payment of the said yearly rent or sum of £ , in or by the hereinbefore in part recited indenture of lease reserved, or so much thereof as by the tenant or lessee of the same premises is or ought to be paid, for or in respect thereof, from and after the day of last past, and to the performance and observance of the covenants, provisoes, and agreements therein contained, which on his or their behalf are, or ought to be, performed or observed from and after the date of these presents; but nevertheless upon the trusts, and to and for the ends, intents, and purposes hereinafter declared or expressed concerning the same, that is to say, Upon trust that he the said (*largest purchaser*) his executors, administrators, and assigns, do and shall from time to time, as and when he shall be thereunto required by the said (*vendor*) his executors or administrators, or by any person or persons lawfully authorised, or otherwise competent in that behalf, make and execute at the costs and charges, in all things, of the person or persons requiring the same, a good and effectual demise or lease of the several messuages or tenements, and premises comprised in the said lots, numbered respectively, with their and every of their rights, members, and appurtenances, unto the several purchasers of the same respectively, and their respective exe-

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

cutors, administrators, and assigns, for and during the full end or term of years, (wanting one day), to commence and be computed from the day of now last past, at the yearly rent of one pepper-corn if demanded, and at, under, and subject to the same, or the like covenants, provisoes, declarations, and agreements on the part and behalf of the several lessees to be therein respectively named, and their respective executors, administrators, and assigns, to be performed and observed, as are contained in the hereinbefore in part recited indenture of lease of the day of , to be performed and observed on the part and behalf of the lessee therein named, his executors, administrators, and assigns, save only and except so far as concerns the yearly rent of £ thereby reserved. And upon further trust, and it is hereby declared and agreed by and between the said parties hereto, that until such demises or leases respectively shall be made and perfected, he the said (*largest purchaser*) his executors, administrators, or assigns, shall and will from time to time, and at all times hereafter, stand possessed of, and interested in the same messuages or tenements, and premises, or such parts thereof, or so many of them, of which no such demise or lease shall then, or for the time being, have been made and perfected as hereinbefore is mentioned. In trust in the first place, to protect, save harmless, and keep indemnified him the said (*purchaser*) his executors, administrators, and assigns, of, from, and against all and every the covenants, provisoes, declarations, and agreements in the said in part recited indenture of lease of the day of contained, which on the part of the lessee therein named, his executors, administrators, or assigns, are thereby required to be performed or observed, as, to, and concerning, and so far as relates exclusively or proportionably to the several messuages or tenements, and premises, of which no such demise or leases shall, for the time being, have been required to be granted as aforesaid, if any such there be; and then and in the next place, and in the mean time subject thereto, In trust for the said several and respective purchasers of the same respect-

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

ively, and their respective executors, administrators, and assigns, and other the person or persons who shall or may for the time being be beneficially entitled to the same premises respectively, according to the true intent and meaning of the hereinbefore in part recited particulars and conditions of sale, and of these presents, and, to, for, or upon, no other intent or purpose whatsoever. IN WITNESS, &c."

(F) Variation *where part of the Purchase Money is retained till a Minor come of Age, or other disability be removed* (1), *see* ante, p. 134, n. (1).

Declaration of trust of stock transferred into the names of trustees in trust to indemnify a purchaser against claims of a minor as to an undivided part of the premises.

After reciting the title, contract for purchase, &c. and the minority or other disability of one of the parties interested, recite

"AND WHEREAS it has been agreed that the sum of £ , part of the said purchase money, shall be invested in the names of the said (*trustees*) upon the trusts hereinafter mentioned, and the same has accordingly been invested in the purchase of £ three per cent. Bank annuities, which have been transferred into and are now standing in their names. Now IT IS DECLARED, &c. that they shall stand possessed thereof and of the dividends, &c. upon the trusts following, viz. UPON trust and to the intent that the said (*trustees*) and the survivors and survivor of them, and the executors or administrators of such survivor, shall by the ways and means thereinafter mentioned, but no further or otherwise, indemnify and protect the said (*purchaser*) his executors, administrators, and assigns, in the quiet and uninterrupted possession and enjoyment of the said messuage or tenement, and premises assigned to him and them, or intended so to be, in or by the hereinbefore recited indenture of release of the day of free from and without any molestation, interruption, claim, or demand whatsoever, to be made by any person or persons claiming or to claim any estate or estates of or in any part or parts of the same, as the specific legatee, *quasi* tenant in tail, (*or as the case may be*) of the said ( )

(1) See also *ante*, Vol. I. p. 193.

PURCHASES. deceased, and for that purpose it is hereby declared and agreed, that in case the said (*purchaser*) his executors, administrators, or assigns, shall at any time or times thereafter be evicted or ejected out of or from, or otherwise molested, hindered, or obstructed in the quiet and peaceable possession and enjoyment of the same messuage or tenement, and premises, or any part thereof, by any person or persons lawfully or equitably claiming or to claim under, or as the specific devisee, &c. of the said ( ) deceased, then and from thenceforth it shall be lawful for the said (*trustees*) and the survivors or survivor of them, and the executors or administrators of such survivor, and they, he, or she are and is hereby authorised, directed, and required to levy and raise by the sale, transfer, or other disposition of all or any part of said sum of £ three per cent. consolidated Bank annuities, or by, from, and out of the interest, dividends, or annual proceeds thereof, or by such other ways or means as they, he, or she should think fit, so much and such sum and sums of money as shall be sufficient to make full recompense, satisfaction, and compensation unto the said (*purchaser*) his executors, administrators, or assigns, for all losses, costs, charges, damages, and expenses whatsoever, which he, they, or any of them shall or may bear, pay, sustain, expend, suffer, be at, or put unto, for or by reason or on account of any such eviction, ejection, molestation, hindrance, or obstruction as aforesaid, and to pay such sum or sums of money as shall be so levied and raised unto him the said (*purchaser*) his executors, administrators, and assigns accordingly. [AND subject and without prejudice to the several trusts and directions thereinbefore declared and contained, of and concerning the said sum of £ , three per cent. consolidated Bank annuities, and the interest, dividends, or annual proceeds thereof, they the said (*trustees*), and the survivors or survivor of them, and the executors or administrators of such survivor shall stand and be possessed of and interested in the same sum of £ , three per cent. consolidated Bank annuities, and the interest, dividends, or annual proceeds thereof, upon such or the like intents or purposes, as in and by the said will of the said ( )

LEASEHOLDS.

Vendor to Purchaser.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser.

deceased, were expressed and declared, or directed of or concerning the money to arise by or from the sale or dispositions of the aforesaid messuage, or tenement and premises, and the interest, dividends, or annual produce thereof, or as would have been subsisting under or by virtue of the said will, of, upon, or concerning the aforesaid residuary purchase money or sum of £ , and the interest thereof, in case the same had been actually paid to the said (*trustees*) as such devisees in trust, and executors as aforesaid]. Provided always nevertheless, that if the said (*trustees*), or the survivors or survivor of them, or the executors or administrators of such survivors shall, at the costs and charges of the said trust estate of the said ( ) deceased, and to the satisfaction and approval of the counsel of the said (*purchaser*) his executors, administrators, or assigns, cause or procure the next of kin of the said ( ) deceased, when he, she, or they shall be competent thereto, or as soon after as conveniently may be, to convey and assure the aforesaid messuage or tenement, and premises, or such part or share, or parts or shares thereof as are now subject to any estate or interest of them or either of them in or to the same, unto and for the said (*purchaser*), his executors, administrators, and assigns, or as he or they shall on that behalf direct or appoint, freed and discharged of and from all estates and interests therein, [*or* estates tail, or quasi estates tail, and all remainders, reversions, and other estates thereupon expectant or dependant], then and in such case the aforesaid sum of £ consolidated Bank annuities, or as much and such part thereof as shall not then have been otherwise disposed of, in pursuance of or under the trusts and directions hereinbefore declared or contained, shall belong and be transferred unto the trustees or trustee for the time being, of or acting under the said in part recited will of the said ( ) deceased, upon and for such trusts and purposes as under or by virtue of the same will would have been then subsisting, of, upon, or concerning the aforesaid residuary purchase money or sum of £ , in case the same had been actually paid by the said ( ) to the said (*trustees*) as such devisees in trust, and executors as aforesaid. And also

PURCHASES. LEASEHOLDS. *Vendor to Purchaser.*

that in the meantime, and from time to time, until the aforesaid messuage or tenement and premises shall be so assigned and assured as last aforesaid, unto, or should otherwise be well and effectually vested in the said (*purchaser*), his executors, administrators, and assigns, freed and discharged of and from all such estates and interests as aforesaid, the interest, dividends, or annual proceeds of the said sum of £ three per cent. consolidated Bank annuities, or so much, and such part or parts thereof as shall not be disposed of for any of the purposes of the said recited indenture, or in pursuance of or under the trusts and directions thereinbefore declared and contained, shall be received, taken, and retained by the trustee or trustees for the time being, of or acting under the said will of the said ( ) deceased, upon and for such trusts and purposes as under or by virtue of the same will would have been subsisting, of, upon, or concerning the interest or annual proceeds of the aforesaid residuary purchase money or sum of £ , in case the same had been then actually received by the said (*trustees*) as such devisees, in trust as aforesaid, and shall be applied and disposed of accordingly." [*Add proviso for appointing new trustees and usual clauses of indemnity*].

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser, (Short Form).

No. LXXI.

A Shorter Form *of an Assignment of Leasehold Premises to a Purchaser.*

THIS INDENTURE, made the day of , in the year of our Lord . BETWEEN *(the vendor)* of, &c. of the one part, and *(the purchaser)* of, &c. of the other part. WHEREAS by an indenture of lease, bearing date the day of , and made or expressed to be made between A. B. *(the lessor)* therein described, of the one part, and the said *(vendor)* of the other part, the said A. B. demised unto the said *(vendor)*, ALL, &c. (1). To HOLD the same, with the appurtenances, unto the said *(vendor)*, his executors, administrators, and assigns, for the term of years, to be computed from the day of then last past, at the yearly rent thereby reserved, and under and subject to the covenants and agreements therein contained on the part of the said

Parties.

Recital of lease.

(1) Insert here an exact description of the premises from the lease.

Parcels.

See the notes and variations, *ante*, No. LXX. p. 128, *et seq.*

Variations.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser, (Short Form).*

(*vendor*), his executors, administrators, and assigns, to be performed or observed. AND WHEREAS (1) the said (*purchaser*) hath agreed with (2) the said (*vendor*) for the purchase of the messuage, &c. comprised in the said lease, for the now residue of the said term of years, at the sum of £ . NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand (3) paid by the said (*purchaser*), upon or before the sealing and delivery of these presents, the receipt whereof, in full for the purchase of the same premises, the said (*vendor*) doth hereby acknowledge, He the said (*vendor*) HATH bargained, sold, and assigned, and by these presents DOTH bargain, sell, and assign, unto the said (*purchaser*), his executors, administrators, and assigns, ALL

Witness, in consideration of the purchase money.

Vendor assigns.

Vendor an assignee.

(1) If the vendor be an assignee or underlessee, recite the assignment or underlease by which the vendor claims, see No. LXX. p. 131, n. (1).

Licence.

If the vendor be restrained from assigning without licence, see the same precedent, *ibid.*

Auction.

(2) If the estate were sold by public auction, make the recital of the contract, and of the payment of the purchase money, conformably to No. LXX. p. 132, n. (1).

Consideration.

(3) If the consideration be other than money paid at the time of the execution of the assignment, see Vol. I. No. XVI. p. 165, n. (6).

If the estate were sold by public auction, see the same precedent, p. 132, n. (1).

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser, (Short Form).

that (1) the said messuage or tenement, piece or parcel of ground, &c. comprised in and demised by the said hereinbefore in part recited indenture of lease of the day of , together with all and singular the rights, members, easements, and appurtenances, to the same belonging, or in any wise appertaining, or incident thereto; and also the said indenture of demise or lease, and all mesne assignments or underleases (if any) thereof, and all benefit of the same respectively. AND all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*), of, in, to, or respecting the same premises (2). To HAVE AND TO HOLD the said messuage or tenement, piece or parcel of ground, and other the premises hereby assigned, or intended so to be, with their respective appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth, for all such residue or remainder of the said term or period of years, in and by the said in part recited indenture

Parcels.

To HOLD to the purchaser for the residue of the term.

---

(1) If any material variation, by reason of new erections or otherwise, have taken place in the description of the premises since their demise or assignment to the present vendor, see *ante*, p. 136.

Parcels.

(2) If there be fixtures, and it is wished that the form be as concise as possible, add,

Fixtures, short form.

"And also all and every the tenants fixtures, now being in or upon the said messuages and premises."

PURCHASES. LEASEHOLDS. *Vendor to Purchaser, (Short Form).*

of lease granted, as is now to come and unexpired by effluxion of time [subject nevertheless to the payment of the yearly rent thereby reserved, and to the observance and performance of the covenants and agreements which, on the tenant's part, are thereby required to be observed or performed].

Covenant by the vendor that the lease is valid.

AND the said (*vendor*) doth hereby, for himself, his heirs, executors, and administrators, covenant and declare, to and with the said (*purchaser*), his executors, administrators, and assigns, in the manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing, by him the said (*vendor*), done, occasioned, or knowingly suffered to the contrary, the said in part recited indenture of lease now is, and during the residue yet to come of the said term or period of years thereby granted, will remain and be a valid and effectual lease, both at law and in equity (1).

That he has right to assign.

AND ALSO, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath full, absolute, and lawful power and right to assign and assure the said indenture of lease and premises unto the said

---

Rent and taxes.

(1) If receipts are not produced for rent and taxes (which should be done) add,

"And also that the rent thereby reserved, and all taxes chargeable upon the said premises, have been duly paid up to the day of , last past, and that the covenants and agreements therein contained, by or on the part of the tenant of the said premises, to be performed or observed, have been duly observed and performed, up to the date of these presents."

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser, (Short Form).

(purchaser), his executors, administrators, and assigns, [for the remainder of the said term of years now to come therein,] in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said *(purchaser)*, his executors, administrators, and assigns, shall or lawfully may, at all times hereafter, during the remainder now to come and unexpired of the said term, by effluxion of time, peaceably enter upon, and hold and enjoy all and singular the said premises, with the appurtenances, and take and retain the rents and profits thereof [from the said day of last past,] to and for his and their own use, without any hindrance, molestation, or interruption whatsoever from or by the said *(vendor)*, his executors or administrators, or any person or persons whomsoever, now or hereafter lawfully claiming, or entitled, from, under, or in trust for him, them, or any of them, and that free from all former and other estates, titles, charges, liens, and incumbrances whatsoever, by him, them, or any of them (1), created, occasioned, or knowingly suffered (the aforesaid rents and covenants only excepted). AND moreover that he the said *(vendor)*, and all persons now or hereafter, during the said term, rightfully claiming or possessing any estate,

Quiet enjoyment.

Free from incumbrances.

Further assurance.

---

(1) Or,

"The said A. B."

Vendor and assignee.

If the vendor be an assignee or underlessee.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser, (Short Form).*

right, title, charge, or interest, in, to, upon, or respecting the said messuages and premises, or any part thereof, from, through, or under him, shall and will at any time, and from time to time hereafter, until the expiration of the said term, by effluxion of time, upon the reasonable request, and at the expense, in all things, of the said (*purchaser*), his executors, administrators, or assigns, make, do, and execute, all and every such further acts, deeds, assignments, and assurances, in the law whatsoever, for the better, and more effectually or satisfactorily assigning and assuring the same premises unto and for the benefit of the said (*purchaser*), his executors, administrators, or assigns, for the remainder which shall be then to come of the said term, as by him or them, or his or their counsel in the law, shall be reasonably advised and required (1). AND (2) the said (*purchaser*) doth hereby for himself, his heirs, executors, and administrators, covenant and agree with and to the said (*vendor*), his executors, administrators, and assigns, in manner following (that is to say) that he

Covenant by purchaser to pay rent, &c. and indemnify vendor.

Produce lease.

(1) If a small part only of the premises comprised in the lease be assigned, add,

"And also shall and will from time to time, as often as he or they shall be thereunto reasonably required, produce, or cause to be produced, at and upon every proper time and occasion, the said in part recited indenture of lease, for the support or manifestation of the title of the said (*lessee*) his executors, administrators, or assigns, to the said messuages and premises."

(2) See preceding precedent, No. LXX. p. 149. n. (2).

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser, (Short Form).

the said (*purchaser*) his executors, administrators, and assigns, shall and will at all times hereafter, during the remainder now to come of the said term of years (or during such portion thereof as he or they shall retain lawful and peaceable possession of the said premises, by virtue of these presents, against the said (*vendor*) and all persons rightfully claiming under him), well and truly pay and satisfy the yearly rent of £ by the said in part recited indenture of lease reserved, [at such times and in such manner as the same is thereby made payable]; and likewise shall and will observe and perform the several covenants and agreements therein contained, which on the part of the (*vendor*), his executors, or administrators, are respectively, from henceforth to be paid, performed, and observed, [during the residue of the said term], and from time to time and at all times save harmless and indemnify him the said (*vendor*), his heirs, executors, and administrators, from and against the same, and all costs, damages, and expenses which may be incurred by reason of any delay, breach, or default in payment or performance thereof (1). IN WITNESS, &c.

---

(1) If fixtures, &c. are to be assigned to the purchaser, add,

"AND WHEREAS the said (*purchaser*) has agreed with the said (*vendor*) for the purchase of the several fixtures and furniture mentioned in the schedule hereunder written, at the sum of £ . NOW THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and in consideration of the sum of £ of lawful current

Bargain and sale of fixtures.

PURCHASES. LEASEHOLDS.

Vendor to Purchaser, (Short Form).

money aforesaid, to the said (*vendor*) in hand paid by the said (*purchaser*), upon the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge, He the said (*vendor*) HATH granted, bargained, and sold, and by these presents DOTH grant, bargain, and sell unto the said (*purchaser*) ALL and singular the fixtures, furniture, chattels, and things, in or upon the said assigned messuage, &c. standing, or being, and mentioned and set forth in the schedule or inventory thereof hereunder written. TO HAVE AND TO HOLD the said fixtures, furniture, chattels, and things last hereby granted, bargained, and sold, or mentioned or intended so to be unto the said (*purchaser*), his executors, administrators, and assigns, as and for his and their own proper goods, chattels, and effects, free and clear of and from all charges and incumbrances whatsoever (1)."

And if a policy of assurance against fire is also to be assigned, add,

Assignment of policy of insurance.

"AND WHEREAS the messuage or tenement, and premises hereby assigned, are insured against damage by fire for the term of years, from the day of now last, in the insurance office, London, and it was agreed, upon the contract for the said purchase, that the benefit of the said insurance should be assigned to the said (*purchaser*). NOW THEREFORE THIS INDENTURE FURTHER WITNESSETH, that [for the considerations aforesaid, and in consideration of 5*s*. of lawful current money of England, to the said (*vendor*), paid at the time aforesaid by the said (*purchaser*), the receipt whereof is hereby acknowledged], He the said (*vendor*) HATH bargained, sold, and assigned, and by these presents DOTH bargain, sell, and assign, unto the said (*purchaser*), his executors, administrators, and assigns, ALL that instrument or policy of insurance, bearing date the day of ,

(1) Frequently a warranty of chattels is added, but warranty can be of freeholds only, warranty of chattels amounts only to a covenant, Co. Lit. 101. b. 378.

in the year , under the hands and seals of three of the directors of the insurance office aforesaid, and numbered , purporting to be an assurance of the messuages and premises mentioned to be hereby assigned against damage by fire, in the sum of £ during the term of years from the date thereof, To HAVE, receive, and take the said policy of insurance, and all and every sum and sums of money, which shall at any time be payable by virtue thereof unto the said (*purchaser*), his executors, administrators, and assigns, for his and their own proper use and benefit, free and clear of all charges, liens, and incumbrances whatsoever; and the said (*vendor*) doth hereby constitute and appoint the said (*purchaser*), his executors, administrators, and assigns, his true and lawful attorney and attorneys, to demand, recover, and receive the sum or sums aforesaid, and otherwise act in the premises, as fully, absolutely, and effectually in all things as the said (*vendor*) could or might have done if these presents had not been made."

Letter of attorney.

For the form of memorandum of delivery of possession of the fixtures, see *ante*, p. 157. Fixtures, &c.

*** See riders, &c. subjoined to No. LXX. p. 155, *et seq.*

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser by Indorsement.

No. LXXII.

An Assignment of Leasehold Premises to a Purchaser, by Indorsement (1) *on the Lease.*

TO ALL TO WHOM (2) these presents shall come the within named (*lessee*) sends greeting. WHEREAS the said (*lessee*) has contracted with (3) (*the purchaser*) of, &c. for the purchase of the messuage or tenement, and premises comprised in the within written indenture for the residue of the term of years, now to come therein, at the sum of £ . NOW THESE PRESENTS

WITNESS, in consideration of the purchase money.

Indorsement. (1) Where the whole of the premises comprised in the lease are intended to be assigned, or if for any other reason the lease is delivered to the assignee, the most convenient mode of assigning is by indorsement, which prevents the separation of the title.

Deed-poll. (2) This assignment may be by indenture or deed-poll; but where no covenants are entered into by the assignee, as in the present case (see *post*, p. 187, n. (1)), and a counterpart therefore not necessary, a deed-poll is equally efficacious as an indenture; and as the whole of the deed proceeds from the assignor, a deed-poll, or declaration by him alone, seems with respect to technical propriety the most proper.

Auction. (3) If the premises were sold by public auction, recite as *ante*, p. 132, n. (1).

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser by Indorsement.

WITNESS, that in pursuance of the said agreement, and in consideration of the sum of £ of lawful money (1) of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) (2), at or immediately before the sealing and delivery of these presents, the receipt whereof in full for the purchase of the said premises, the said (*vendor*) doth hereby acknowledge, and of and from the same doth hereby acquit, release, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, and also the said premises, by these presents, HE the said (*vendor*) [HATH bargained, sold, and assigned, and by these presents], DOTH bargain, sell, and assign unto the said (*purchaser*), [his executors, administrators, and assigns], ALL (3) that the messuage, tenement, or dwelling-house, &c. and all and singular other the premises in or by the within written indenture of lease granted and demised, or therein or thereby mentioned or intended so to be, with all and every of

The vendor grants and assigns.

---

(1) If the consideration for the purchase be a transfer of money in the funds, or other than money paid down, vary this part of the draft agreeably to Vol. I. No. XVI. p. 165.

Consideration transfer of stock.

(2) If the sale were by public auction, see *ante*, p. 132, n. (1).

Auction.

(3) If any material variation, by reason of new erections or otherwise, have taken place in the description of the premises, since their demise to the present owner, see *ante*, p. 136, n. (2).

Parcels.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser by Indorsement.*

the rights, members, easements, appendancies, and appurtenances to the same, or any part thereof, belonging, or in any wise incident or appertaining; and all the estate, right, title, interest, possession, property, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*), of, in, to, or respecting the same premises. To HAVE AND TO HOLD the said messuage, tenement, or dwelling-house, and all and singular other the premises hereby assigned, or otherwise assured, mentioned or intended so to be, and every part thereof, with their and every of their rights, members, easements, appendages, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth for and during all the rest and residue or remainder of the term of years, in and by the within written indenture granted and demised thereof, now to come and unexpired by effluxion of time. SUBJECT nevertheless to the payment of the rent in or by the same indenture reserved, and which from and after the day of shall become due and payable, and to the observance and performance of the covenants and agreements therein contained, which by or on the part of the tenant of the said premises, are from henceforth to be observed or performed. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*), his executors, administrators, and assigns, in the manner following (that is to say), that for and

To HOLD to the purchaser for the residue of the term.

Subject to the rents and covenants in the lease.

Covenant by vendor that the lease is valid.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser by Indorsement.

notwithstanding any act, deed, matter, or thing by him the said (*vendor*), at any time or times heretofore done, committed, occasioned, or knowingly suffered or omitted to the contrary, the within written indenture of lease, at the time of the sealing and delivery hereof is, and during the remainder now to come of the said term of years, thereby granted or demised, shall and will be and continue a good, valid, and effectual lease both at law and in equity, [and not in any manner forfeited, assigned, become void or voidable, or otherwise prejudicially affected]. [AND also, that the rent thereby reserved, and all taxes and duties payable for or in respect of the premises, have been duly paid up to the day of last past. AND that all covenants and agreements therein contained, which by or on the part of the tenant of the said premises are to be observed or performed, have been observed and performed up to the date of these presents]. AND also, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath full and absolute right and title to assign and assure the said premises unto the said (*purchaser*), his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents, [for the remainder of the said term of years, now to come, or hereby mentioned to come therein]. AND that the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, from time to time, and at all times hereafter

And the rent and taxes paid.

Has right to assign.

For quiet enjoyment.

PURCHASES. LEASEHOLDS. *Vendor to Purchaser by Indorsement.*

during the residue now to come and unexpired of the said term, enter into or upon, and have, hold, possess, occupy, and enjoy the same, with their and every of their appurtenances, and receive and retain the rents, issues, and profits thereof, from the day of now last past, to and for his and their own use and benefit, without any hindrance, interruption, or disturbance whatsoever, of or by the said (*vendor*) his executors or administrators, or any person or persons whomsoever, lawfully claiming or possessing any estate, right, title, or interest, from, under, or in trust for him, them, or any of them [other than any person or persons claiming or entitled under or by virtue of underleases or agreements for underleases, of which counterparts have been produced unto the said (*purchaser*), his counsel or solicitor, at or before the sealing and delivery of these presents], and that free and clear of and from all former and other grants, bargains, and sales, assignments, conveyances, assurances, estates, rights, titles, charges, liens, and incumbrances whatsoever (save as aforesaid), by him, them, or any or either of them made, incurred, occasioned, or knowingly suffered. And further, that he the said (*vendor*) his executors and administrators, and all and every person or persons now or at any time hereafter during the continuance of the said term hereby assigned or otherwise assured, lawfully or rightfully claiming or possessing any estate, right, title, trust, or interest, in, to, or in respect of the said messuage

Free from incumbrances.

Further assurance.

PURCHASES.

LEASEHOLDS.

Vendor to Purchaser by Indorsement.

or tenement, dwelling house and premises therein comprised, or any part thereof [save only underlessees under or by virtue of such underleases as aforesaid], shall and will from time to time, and at all times hereafter during the now residue of the said term, make, do, execute, and perfect, or cause and procure to be made, done, executed, and perfected, all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely, or satisfactorily assigning and assuring the same messuage, tenement, or dwelling-house and premises, with their and every of their appurtenances, unto the said *(purchaser)*, his executors, administrators, and assigns, for the remainder of the said term, which shall be then to come and unexpired therein, as by the said *(purchaser)*, his executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably advised and required (1). IN WITNESS, &c.

Bond for performance of covenants.

(1) An assignor of leasehold premises is entitled to a covenant from the assignee, for the payment of the rent and performance of the covenants in the lease, as in the preceding precedent, No. LXX. p. 149; but where the assignment is by indorsement, he cannot avail himself of such covenant without having an attested copy of the lease, and the assignment, to avoid the expense of which a bond may be taken from the assignee for that purpose; for the form of which see INDEX *voc.* BOND, and 2 WILDE'S SUPPLEMENT, No. LII. p. 390.

*** See notes, &c. *ante*, p. 153, and riders at end of No. LXX. p. 155, *et seq.*

PURCHASES.

LEASEHOLDS.

College Lease.

No. LXXIII.

Assignment of a Lease granted by a College *or other* Corporate Body (†).

THIS INDENTURE made the day of in the year, &c. and in the year of our

Title.

(†) In examining the title of assignments of lands held by leases for years under bishops, deans, and chapters, &c. observe whether the leases have been uniformly granted to the persons who had the former interest; if they have not, and two interests are subsisting at the same time in different persons, suppose mortgagor and mortgagee, the former having renewed in his own name after mortgage made without a surrender from the latter, the title is defective, but may be made good by the term in possession, the interest under the old lease being assigned to and merged in the term granted by the new lease. See extracts from Conveyances.

Observe also whether the wills have been proved and administration granted by the proper Ecclesiastical Court; an administration from an inferior court where there are *bona notabilia* is absolutely void; a prerogative admonition is only voidable by sentence or complaint from the inferior courts.

In such assignments of leases for years held under bishops, deans, and chapters, &c. it is in most cases sufficient to recite the subsisting lease, and if taken upon any trusts to state them, and after stating the contract to assign for the residue of the term, subject to the renewed rents. The assignor should covenant that the lease is a good one, and not surrendered or become

PURCHASES.

LEASEHOLDS.

College Lease.

Recital of lease.

Lord . BETWEEN (*the vendor*) of, &c. of A. of the one part, and (*the purchaser*) of &c. Esq. of the other part. WHEREAS the master, fellows, and scholars (*or as the case may be*) of, &c. in the county

---

void or voidable, but he must covenant only as far as regards the duration of the interest he has sold, he has nothing to do with any renewed interest, and therefore when the subsisting lease is surrendered by the purchaser on a subsequent renewal, the covenants generally speaking are at an end.

If the reserved rent be considerable, and the purchaser has no means of satisfying himself whether it has been duly paid, and whether there be any arrears, a covenant may be inserted that the rent has been duly paid. In some cases the purchaser covenants that he will pay the rents and perform the covenants contained in the lease on the part of the lessee or assignee, and will indemnify the assignor therefrom.

Where there are two or more purchasers of lands comprised in one lease and which are sold in lots, the premises should be assigned to trustees in trust to renew, and by mortgage or sale to raise the fine, fees, and expenses, and subject thereto, as to such and such lands in trust for one purchaser, and as to the rest in trust for the others. The covenants in this case must be with the trustees, or a separate set of covenants with each purchaser. And it may be stipulated what part of the fines, fees, and expenses, shall be raised out of one lot and what part out of the other.

But the trusts must be to raise them out of the lands in general, and if on a renewal, one purchaser should refuse to raise his quota, his lot may be mortgaged, or part of it sold for the purpose; without such a power it is doubtful whether the other purchaser has any remedy but a bill in Chancery.

Where an assignment to trustees in the above manner is not adopted, the purchasers must covenant with each other that they will each pay a certain proportion out of the rent, will join in renewing, and each pay a certain quota of the fine and fees.

PURCHASES. LEASEHOLDS. *College Lease.*

of, &c. , by indenture under their common seal, bearing date the day of which was in the year of our Lord , for the consideration therein mentioned, demised, and to farm let, unto the said (*vendor*), ALL that, &c. with the appurtenances; [and also (*if so*) all the tithes of all manner of corn, grain, and hay, and all manner of tithes belonging, or which of right ought to belong unto the said church and parsonage of , with the appurtenances, (except unto the said master, and fellows, and scholars, and their successors, the advowson and patronage of the vicarage of aforesaid, with the courts and profits thereof, and the tithe corn and grain which might grow upon the ground which the vicar of then held of the said master, fellows, and scholars in the parish and fields of aforesaid),] To HOLD unto the said (*vendor*) his executors, administrators, and assigns, from the feast of St. Michael the archangel then last past, for the term of years; yielding, paying, and delivering therefore yearly, during the said term, unto the said master, fellows, and scholars, and, their successors at the said college, at and in each year, by even and equal portions, the yearly sum of £ and also quarters of good and marketable wheat, and quarters of good and marketable malt of barley, or for default of delivery of the said wheat and malt, then at the election of the said (*vendor*), paying in lieu thereof so much

money as the worth thereof, after the rate and price which the best wheat and malt in the market of should bear on the next market day before the rent of wheat should be due. In which said recited indenture is contained (amongst other things) a proviso that it should not be lawful for the said (*vendor*) to assign or otherwise alienate the said lease or term of years in the premises, or any part thereof, without the licence in writing of the said master, fellows, and scholars. AND WHEREAS the said (*purchaser*) hath agreed with the said (*vendor*) for the purchase of the premises comprised in the said indenture of lease, and the said master, fellows, and scholars, at the request of the said (*vendor*) have consented to license his assignment thereof. NOW THIS INDENTURE WITNESSETH, that by virtue of the licence of the said master, fellows, and scholars to the said (*vendor*), given and granted by deed poll in writing under their common seal, bearing even date herewith, AND for and in consideration of the sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendor*), in hand well and truly paid by the said (*purchaser*) at or before the ensealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge, and of and from the same and every part thereof doth hereby acquit, release, and discharge the said (*purchaser*) his executors, administrators, and assigns, for

PURCHASES.
LEASEHOLDS.
College Lease.
WITNESS.

PURCHASES. LEASEHOLDS. *College Lease.*

ever by these presents, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, ALL that the said messuage, &c. and other the hereditaments and premises, in or by the said in part recited indenture granted or demised, or mentioned and intended so to be, with their and every of their appurtenances (except as hereinbefore is mentioned) [and the reversion and reversions, remainder and remainders, and the rents, issues, and profits thereof;] and all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, right and benefit of renewal, and other claim and demand whatsoever, both at law and in equity, of him the said (*vendor*), of, in, to, out of, or concerning the said messuage, &c. rectory and parsonage, hereditaments and premises, or any part thereof, by force or virtue of the said recited indenture of lease or otherwise howsoever, together with the same indenture, and all benefit of mesne assignments or underleases (if any) thereof. TO HAVE AND TO HOLD the said messuage, &c. rectory and parsonage, tithes, hereditaments, and all and singular other the premises hereby assigned or otherwise assured, or intended so to be, with their and every of their appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, from henceforth, for and during all the rest or residue yet to

Vendor in consideration, &c. Grants, &c.

To hold.

come and unexpired of the said term of years therein (subject nevertheless to the rent and covenants in the said recited indenture of lease reserved and contained, and which from henceforth by or on the part of the said (*vendor*) his heirs, executors, administrators, and assigns, are to be paid, done, or performed); AND the said (*vendor*) doth hereby for himself, his heirs, executors, and administrators, covenant, declare, and agree with and to the said (*purchaser*) his executors, administrators, and assigns, in the manner following, that is to say, that (for and notwithstanding any act, matter, or thing by him the said (*vendor*) done, committed, or knowingly suffered to the contrary) the said recited indenture of lease is a good and valid demise and lease of and for the messuage, &c. rectory and parsonage, tithes, hereditaments, and premises hereby assigned, or otherwise assured or intended so to be, and not surrendered, forfeited, or otherwise become void or voidable. AND also that he the said (*vendor*) (for and notwithstanding any such act, matter, or thing as aforesaid) hath at the time of the ensealing and delivery of these presents in himself good right, full power, and lawful and absolute authority to bargain, sell, and assign the said messuage, rectory, and parsonage, tithes, hereditaments, and other the premises hereby assigned or otherwise assured or expressed and intended so to be, with their respective appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, for all the now residue

Covenants by vendor for title, &c.

PURCHASES. LEASEHOLDS. *College Lease.*

of the said term of years therein; AND further, that it shall and may be lawful for the said (*purchaser*) his executors, administrators, and assigns, from time to time and at all times hereafter during the continuance of the said term of years, peaceably and quietly to enter into, have, hold, occupy, possess, and enjoy the said messuage, rectory, and parsonage, tithes, hereditaments, and other the premises, so hereby assigned or otherwise assured or mentioned and intended so to be as aforesaid, and to receive and take the rents and profits thereof, to and for his and their own use and benefit, for and during all the residue yet to come and unexpired of the said term of years, without any lawful suit, hindrance, or interruption of or by the said (*vendor*) his executors, administrators, or assigns, or of or by any other person or persons lawfully claiming or to claim from, by, under, or in trust for him, them, or any of them. AND that free from and against all former and other grants, bargains, sales, assignments, estates, rights, titles, troubles, charges, and incumbrances whatsoever, had, made, done, committed, or suffered, or to be had, made, done, committed, or suffered by the said (*vendor*) his executors, administrators, or assigns, or by any other person or persons lawfully claiming or to claim any estate, right, title, trust, or interest of, in, to, or out of the said messuage, rectory, and parsonage, tithes, and other the premises mentioned or intended to be hereby assigned, or any of them, or any part thereof respectively, from,

Quiet enjoyment.

Free from incumbrances.

PURCHASES.
LEASEHOLDS.
College Lease.

by, under, or in trust for him, them, or any of them, (the rent and covenants in the said recited indenture of lease reserved and contained, and by or on the part of the said (*vendor*) his heirs, executors, administrators, or assigns, from henceforth to be paid, done, and performed, only excepted). AND moreover that he the said (*vendor*) his executors and administrators, and all and every other person and persons having or lawfully claiming, or which shall or may have, or lawfully claim any estate, right, title, trust, or interest, either in law or equity, of, in, to, or out of the said messuage, rectory, and parsonage, tithes, hereditaments, and other the premises hereby assigned or otherwise assured or mentioned and intended so to be, or any of them, or any part thereof, from, by, or under, or in trust for him, them, or any of them, shall and will from time to time, and at all or any time or times hereafter, during the continuance of the said term of years, upon every reasonable request, and at the costs and charges in the law of the said (*vendor*) his executors, administrators, or assigns, make, do, and execute, or cause to be made, done, and executed all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the further and better, or more satisfactorily assigning and assuring of the same messuage, rectory, and parsonage, tithes, hereditaments, and other the premises, with their appurtenances unto the said (*purchaser*) his executors, administrators, and assigns, for and during

Further assurance.

PURCHASES. LEASEHOLDS. *College Lease.*

all the residue which shall be then to come and unexpired of the said term of years, as by the said (*purchaser*) his executors, administrators, or assigns, or his or their counsel learned in the law shall be reasonably advised or devised and required, so as such further assurances contain in them no further or larger covenants in extent than are in these presents contained, and so as the party or parties who shall be requested to make such further assurances be not compelled or compellable for making or doing thereof, to go or travel above five miles from his, her, or their respective dwellings or places of abode. IN WITNESS, &c. (1).

See notes and additions to No. LXX. *ante*, p. 129, *et seq.*

PURCHASES.

LEASEHOLDS.

Undivided Moiety, &c.

No. LXXIV.

An Assignment of an undivided Moiety *or other Portion of* Leasehold *Premises to a Purchaser.*

Variations *as in margin below* (1).

THIS INDENTURE, made the day of , in the year of the reign, &c. and in the year of our Lord . BETWEEN *(the vendor)* of, &c. of the one part, and *(the purchaser)* of, &c. of the other part. WHEREAS, &c. (2). AND WHEREAS the said *(lessee)* by his last will and testament in writing, bearing date the day of which was in the year gave and bequeathed the said messuages, &c. comprised in the said indenture of lease, unto his sons *A. B.* and the said *(vendor)* *(or as the case may be)* as tenants in common for the residue which, at the time of his decease, should be to come of the said term of years, in or by the said indenture of lease to him thereof granted as aforesaid. AND WHEREAS the said testator departed this life on or about

Parties.

Recital of a will devising the premises to the vendor and another.

---

(1) See notes, &c. to No. LXX. p. 129, *et seq.*

(2) Recite here the lease, as in No. LXX. p. 129. Recitals.

PURCHASES. LEASEHOLDS. *Undivided Moiety, &c.*

the day of in the year without altering or revoking his said will as to the bequest of the said leasehold premises, so made to them the said *A. B.* and (*vendor*); AND WHEREAS the said will soon after the decease of the said testator, was duly proved in the Prerogative Court of the Archbishop of Canterbury, by the executors therein named (1). AND WHEREAS all debts owing by the said testator have been long since fully paid and satisfied out of other his estate and effects. AND WHEREAS the said (*vendor*) hath contracted (2) with the said (*purchaser*) for the absolute sale to him of his moiety or half part (*or as the case may be*) of and in the messuages or tenements and premises, comprised in the said indenture of lease, for the now residue of the said term of years, at the sum of £ . NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful money (3), of

Contract for Purchase.

WITNESS, that in consideration of the purchase money.

Intestacy.

(1) If the lessee died intestate, recite (after the lease)

"AND WHEREAS the said (*lessee*) departed this life on or about the day of which was in the year intestate leaving and the said (*vendor*) his and next of kin; And whereas letters of administration of the estate and effects of the said intestate, were granted to the said and (*vendor*) as such next of kin, as aforesaid, on or about the day of by the court of .

Auction.

(2) If the sale were by public auction, recite as *ante*, No. LXX. p. 132, n. (1).

Consideration.

(3) If the consideration for the purchase were other than money paid at the time of execution of the conveyance, see *ante*, Vol. I. No. XVI. p. 165, n. (6).

the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the purchase of the messuages or tenements and premises hereinafter described, and mentioned or intended to be hereby assigned, the said (*vendor*) doth hereby acknowledge, and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and every of them; and also the said messuages or tenements and premises, by these presents, He the said (*vendor*) [HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL that undivided moiety or full half part (the whole into two equal parts being considered as divided) of and in ALL those (1) the said several messuages or tenements, &c. (*as the case may be*) and all and singular other the premises comprised in, and expressed to be demised by the said hereinbefore in part recited indenture of lease of the day of , [and so bequeathed to the said (*vendor*) and *A. B.* in or by the said in part recited will as

PURCHASES.

LEASEHOLDS.

Undivided Moiety, &c.

The vendor assigns.

Parcels.

(1) If any material variations, by reason of new erections or otherwise, have taken place in the description of the premises, since their demise or assignment to the vendor, see No. LXX. p. 136, n. (2).

Parcels.

PURCHASES. LEASEHOLDS. *Undivided Moiety, &c.*

hereinbefore is mentioned,] and of and in all every the rights, privileges, easements, advantages, and appurtenances whatsoever, to the same premises belonging, or now usually or heretofore occupied or enjoyed therewith, or with any part thereof; together with [*or* a true and attested copy of] the said in part recited indenture of lease, and [of] all mesne assignments, if any thereof; [and all benefit and advantage of the same;] and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever, of him the said (*vendor*) of, in, to, upon, or concerning of the said premises, or any part or parcel thereof, To HAVE AND TO HOLD the said undivided moiety or full half part of and in the said messuages or tenements, and all and singular other the premises hereinbefore assigned, or mentioned or intended so to be, [and every part and parcel of the same,] with their and every of their rights, privileges, easements, advantages, and appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder, which is or may be now to come and unexpired by effluxion and computation of time, of the said term or period of years, in and by the said in part recited indenture of lease granted thereof or therein; SUBJECT nevertheless together and in common with the said *A. B.* his executors, administrators, and assigns, to the payment of the yearly rent in and by the same in-

To HOLD to the purchaser for the residue of the term.

Subject to the rent and covenants in the lease.

PURCHASES.

LEASEHOLDS.

Undivided Moiety, &c.

denture of lease reserved, which shall become due from and after the day of now last past, and to the performance and observance of the covenants, provisoes, and agreements therein contained, which on the tenant's part or behalf are thereby required to be observed and performed from and after the date of these presents. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*purchaser*) his executors, administrators, and assigns, in manner following (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, made, done, committed, executed, or knowingly suffered or omitted by him the said (*vendor*) or the said (*testator*) deceased, to the contrary, the said hereinbefore in part recited indenture of lease, mentioned to bear date the day of is at the time of the sealing and delivery of these presents, a good, valid, and effectual lease, both at law and in equity, of and for all and singular the messuages or tenements, and premises thereby demised and hereby assigned, and that the same, and the said term of years therein, now are and is in full effect, and in no wise forfeited, surrendered, assigned, determined, or become void or voidable, or otherwise prejudicially affected in any manner howsoever; [AND that the rents and other payments, in or by the same indenture of lease reserved, and the lands, sewers, and other taxes, rates, and assessments, chargeable upon the said premises, or the tenant or

Covenant by vendor that the assigned lease is valid;

That the rent and taxes have been paid up to the last quarter day;

PURCHASES. LEASEHOLDS. *Undivided Moiety, &c.*

occupier, or tenants or occupiers thereof, for or in respect of the same, have been well and truly paid and satisfied up to the said day of last past; and the covenants and agreements therein contained, on the part of the tenant, lessee, or assignee of the said premises, to be performed or observed, have been well and truly observed and performed, up to the date of these presents]. AND also, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute authority to bargain, sell, assign, and assure the said moiety or half part of and in the said messuages or tenements, and all and singular other the premises hereinbefore assigned, or expressed or intended so to be, [and of and in every part and parcel thereof,] unto the said (*purchaser*) his executors, administrators, and assigns, for and during all the residue or remainder which is now to come and unexpired by computation of time of or in the said term or period of years so thereof granted as aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may, immediately upon, and from time to time, and at all times after the execution of these presents, for and during the residue or remainder, by computation of time, which is now to come and unexpired of or in the said term or period of years, by the said in part recited indenture of

And covenants performed up to this time.

That the vendor has right to assign.

That the purchaser shall quietly enjoy.

lease expressed to be granted as aforesaid, peaceably and quietly enter into and upon, and have, hold, use, occupy, possess, and enjoy the said undivided moiety or half part of and in the same messuages or tenements, and other the premises, with their and every of their appurtenances, and receive and retain the rents, issues, and profits, to accrue due for the same, from the said day of last past, to and for his and their own use and benefit, without any manner of hindrance, molestation, disturbance, or interruption whatsoever, of or by the said (*vendor*) his executors or administrators, [or any or either of them], or any person or persons, now or hereafter lawfully or rightfully claiming or possessing any estate, right, title, charge, or interest, either at law or in equity, in, to, out of, upon, or concerning the said premises, or any part thereof, by, from, under, or in trust for him, them, or any or either of them, or by or through his, or their, or any or either of their acts, deeds, defaults, means, procurement, consent, or privity, [other than persons claiming under or by virtue of any underlease or underleases of the said premises, or agreements for such, of which counterparts have been produced unto the said (*purchaser*) his counsel or solicitor, at or before the sealing and delivery of these presents, so far as concerns their respective estates or interests under or by virtue of the same]. AND that free and clear, and clearly and absolutely acquitted, or by and at the expense of the said (*vendor*) his executors, or administrators, well and effectually protected,

PURCHASES.

LEASEHOLDS.

Undivided Moiety, &c.

Free from incumbrances.

PURCHASES.

LEASEHOLDS.

Undivided Moiety, &c.

defended, kept harmless, and indemnified, from and against all and all manner of former and other [gifts, grants, bargains and sales, assignments, wills, conveyances, surrenders, rents, taxes, arrears of rents and taxes, statutes, judgments, recognizances, extents, forfeitures, re-entry, and cause and causes of forfeiture and re-entry, jointures, legacies,] estates, titles, interests, trusts, charges, and incumbrances whatsoever, which heretofore have been made, committed, created, or knowingly occasioned or suffered by the said (*vendor*) or the said (*testator*) deceased, or which shall or may at any time hereafter be made, committed, created, or knowingly occasioned or suffered by him the said (*vendor*) or any person or persons lawfully or rightfully claiming or possessing any legal or equitable estate, right, title, or interest, by, from, under, or in trust for him, them, or any or either of them, except only the rent or rents in and by the said hereinbefore in part recited indenture of lease reserved or made payable from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed during the now residue of the said term, [save only and except such underleases or agreements for underleases as aforesaid]. AND lastly, that he the said (*vendor*) his executors and administrators, and all and every person and persons whomsoever, now or hereafter lawfully or rightfully claiming or possessing any legal or equitable estate, right,

Covenant for further assurance.

PURCHASES.
LEASEHOLDS.
Undivided Moiety, &c.

title, trust, charge, or interest, in, to, out of, upon, or respecting of the said moiety or half part hereinbefore mentioned or intended to be hereby assigned, of or in the messuages, or tenements and premises [save only and except persons claiming or entitled under or by virtue of such leases or agreements for leases as aforesaid, so far as concerns their respective estates and interests, under or by virtue thereof,] shall and will from time to time, and at all times hereafter, during the residue or remainder now to come and unexpired by effluxion of time, of or in the said term or period of years, upon every reasonable request, and at the proper costs and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected, with due and sufficient expedition,] all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely, or satisfactorily assigning, confirming, and assuring, all and singular the same moiety and premises, with their respective appurtenances unto the said (*purchaser*) his executors, administrators, and assigns, for all the residue and remainder which shall be then to come and unexpired of the said term or period, as he the said (*purchaser*) his executors, administrators, or assigns, or his or their counsel in the law, (being of the degree of a barrister) shall advise and require, [which said acts, deeds, and assurances, shall (un-

PURCHASES. LEASEHOLDS. *Undivided Moiety, &c.*

less otherwise declared or expressed) be and enure in corroboration of these presents, and of the estate and interest hereby, or intended to be hereby assigned, or otherwise assured]. And in consideration of the premises, the said (*purchaser*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, with and to the said (*vendor*) his executors, and administrators, in manner following, (that is to say) that he the said (*purchaser*) his executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the residue or remainder which is now to come and unexpired of the said term or period of years, (or during such part or portion thereof as the said (*purchaser*) his executors, administrators, or assigns, shall or lawfully may have and enjoy peaceable and quiet possession of the said moiety and premises, expressed to be hereby assigned, under or by virtue of these presents, and according to the true intent and meaning thereof, against the said (*vendor*) his executors and administrators, and all and every person and persons rightfully claiming from or under, or in trust for him or them,) well and truly pay, or cause to be paid, one full moiety or half part of the yearly rent of £ in and by the said hereinbefore in part recited indenture of lease reserved, at such times and in such manner as the said rent is thereby reserved and made payable, and in like manner pay and satisfy one moiety or half part of all rates, taxes, duties, and

Covenant by purchaser to pay rent,

assessments, chargeable upon or payable for or in respect of the said premises from and after the said day of now last past, by tenant, lessee, assignee, or occupier thereof; and also observe and perform all and every the covenants, provisoes, clauses, conditions, and agreements, which from henceforth, during the same term or period, are or ought, on his or their part or behalf, to be performed and observed for and in respect of the same, or of any part thereof; and shall and will from time to time, and at all times hereafter, protect, defend, keep harmless, and indemnified, the said (*vendor*), his executors, and administrators, and his and their lands and tenements, and goods, chattels, and effects, from and against the same rents, taxes, and covenants respectively, and all actions, suits, costs, damages, and expenses whatsoever, which he, they, or any or either of them, shall or may pay or sustain, or which shall or may arise or be occasioned by the non-performance or non-observance thereof, or of any of them (1). IN WITNESS, &c.

PURCHASES.

LEASEHOLDS.

Undivided Moiety, &c.

Perform covenants,

And indemnify the vendor.

---

(1) If fixtures, or a policy of insurance, are intended to be assigned to the purchaser, see variations subjoined to No. LXX. p. 155, (A), and p. 158, (B).

Fixtures, policy, &c.

If a covenant to produce the lease is to be inserted, see No. LXX. p. 168, (C); and see also Vol. I. p. 395, n. (1).

Production of lease.

*** See riders at end of No. XVI. Vol. I. p. 188, *et seq.* and those *ante*, p. 155, *et seq.*

Provisoes, &c.

PURCHASES.

LEASEHOLDS.

Equity of Redemption.

No. LXXV.

An Assignment of an Equity of Redemption *in Leasehold Premises by the* Lessee (*or Assignee*) *to a Purchaser.*

Variations *where the Mortgagee is himself the Purchaser, &c.* (1).

THIS INDENTURE of parts, made the day of , [* in the year of the reign &c. and] in the year of our Lord . BETWEEN (*the vendor being the mortgagor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS, &c. (2). AND WHEREAS by an indenture of assignment, by way of mortgage, bearing date on or about day of , and made or expressed to be made between the said (*vendor*) of the one part, and the (*mortgagee*)

Parties.

Recital of mortgage.

---

(1) See notes, &c. to No. LXX. *ante*, p. 129, *et seq.*

Brevity. * If brevity be particularly desired, the words within brackets may be omitted throughout the precedent.

Recitals. (2) Recite here the lease, as *ante*, No. LXX. p. 129.

therein described to be of, &c. of the other part, the said (*vendor*) in consideration of the sum of £ therein expressed to be then advanced to him by the said (*mortgagee*) by way of loan, and at interest after the rate of five per cent. per annum, assigned unto the said (*mortgagee*), his executors, administrators, and assigns, the several messuages, tenements, and premises demised by the said hereinbefore in part recited indenture of lease, with their appurtenances, for the residue of the said term of years, then to come therein, at the yearly rent of a pepper-corn if demanded; but subject nevertheless to a proviso therein contained for redemption and re-assignment of the said premises, on payment of the said sum of £ and interest, at a time therein mentioned, and which is now long since past. AND WHEREAS the said sum of £ or any part thereof, was not paid at the time mentioned in the said proviso for payment thereof, nor has the same been since paid, wherefore the estate and interest of the said (*mortgagee*) in the said premises, became and still is absolute at law, but redeemable nevertheless in equity. AND WHEREAS there is now due to the said (*mortgagee*) upon the said in part recited mortgage, the sum of £ (1) (that is to say), the said principal sum of £ and the further sum of £ for one half year's in-

Default made.

(1) Or,

"And no more, all interest for the same having been paid up to the day of last past," *if the case be so.*

Interest paid up.

PURCHASES. LEASEHOLDS. *Equity of Redemption.*

terest thereupon up to the day of now last past. AND WHERAS the said (*purchaser*) hath contracted with (1) the said (*vendor*) for the purchase of the said messuages (2) and premises, subject to the said in part recited mortgage, at the sum of £ (3). NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £ of lawful and current money (4) of that part of the United Kingdom of Great Britain and Ireland, called England (5), to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the purchase of the messuages or tenements, and premises hereinafter described, subject to the hereinbefore in part recited mortgage, the said (*vendor*) doth hereby acknowledge [and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*pur-*

Contract for purchase. WITNESS, that in consideration of the purchase money.

Auction. (1) If the estate were sold by public auction, make the recital of the contract, conformably to No. LXX. *ante*, p. 132, n. (1).

Moiety, &c. (2) If the assignment be of a moiety or other portion only of the premises, see *ante*, No. LXXIV.

Mortgagee the purchaser. (3) If the mortgagee be himself the purchaser, see Vol. I. No. XXV. p. 358, n. (2).

Auction. (4) If the sale were by public auction, state the payment of the consideration money, as *ante*, p. 133, *notes*.

Consideration. If the consideration be other than money paid down, see Vol. I. No. XVI. p. 165, n. (6), *et seq.*

Mortgagee the purchaser. (5) If the mortgagee be himself the purchaser, see Vol. I. No. XXV. p. 362, n. (1).

chaser), his executors, administrators, and assigns, and also the said premises, by these presents], He the said (*vendor*) [HATH bargained, sold, assigned, transferred, and set over, and by these presents] DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*), his executors, administrators, and assigns (1), ALL (2) those the said several messuages or tenements, pieces or parcels of ground (*or as the case may be*), and all and singular other the premises comprised in and granted or demised by the said hereinbefore in part recited indenture of lease, of the day of and so assigned to the said (*mortgagee*), his executors, administrators, and assigns, by the said in part recited indenture of assignment of the day of as hereinbefore is mentioned, with all and every the rights, members, easements, privileges, advantages, appendages, and appurtenances whatsoever to the said messuages or tenements, and premises belonging, or in any wise appertaining, or reputed or deemed so to be, or with the same or any of them, now or heretofore holden, used, occupied, or enjoyed; and all the estate, right, title, interest, profit, term and terms of years now to come and unexpired,

PURCHASES.

LEASEHOLDS.

Equity of Redemption.

The vendor grants and assigns.

Parcels.

(1) If the mortgagee be himself the purchaser, see Vol. I. No. XXV. p. 362, n. (3).

Mortgagee the purchaser.

(2) If any material variation, by reason of new erections, or otherwise, have taken place in the description of the premises since their demise or assignment to the present vendor, see *ante*, No. LXX. p. 136, n. (2).

Parcels.

PURCHASES. LEASEHOLDS. *Equity of Redemption.*

equity and right of redemption, trust, property, possession, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever, of him the said (*vendor*) of, in, to, out of, or respecting the same premises, or any of them, or any part thereof; together with the said in part recited indenture of lease (subject as aforesaid) and counterparts of all underleases granted of the said premises, and a counterpart of the said in part recited indenture of assignment, by way of mortgage [and all benefit and advantage of the same respectively, and of the several covenants, provisoes, conditions, and agreements therein contained, on the part of the lessor and mortgagee thereof, respectively to be observed or performed]. To HAVE AND TO HOLD the said messuages or tenements, and all and singular other the premises hereinbefore bargained, sold, and assigned, or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances; and all right, equity, and benefit of redemption, incident thereunto, unto him the said (*purchaser*), his executors, administrators, and assigns, for all the residue or remainder which is or may be now to come and unexpired by effluxion of time, of or in the said term of years, in or by the said in part recited indenture of lease granted or demised (1), subject nevertheless " [as to the same

To hold to the purchaser for the residue of the term.

Mortgagee the purchaser.

(1) If the mortgagee be himself the purchaser, say,
" Freed and absolutely exonerated and discharged, of

messuages and premises] to the hereinbefore in part recited mortgage, and to the payment of the said principal sum of £ thereby secured, and interest from henceforth to become due for or in respect of the same, and also" to the payment of the rent in or by the said in part recited indenture of lease reserved, and to the performance and observance of all and every the covenants, provisoes, and agreements thereby required to be henceforth performed or observed by or on the part of the tenant or occupier of the said premises in respect thereof. AND the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant, and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, in the manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever, at any time heretofore made, done, executed, or knowingly occasioned, suffered, or omitted by him the said (*vendor*) to the contrary, the said hereinbefore in part recited lease, mentioned to bear date the day of is, at the time of the sealing and delivery of these presents, a good (1), valid, subsisting, and effectual lease, both at law and in equity; and that the said term of years, thereby granted

Covenant by vendor that the lease is valid.

---

and from all equity and right of redemption whatsoever of him the said (*vendor*), his executors, administrators, or assigns, of or in the said premises."

And omit the words within inverted commas in the text.

(1) If the mortgagee be himself the purchaser, the covenants that the lease is valid may be left out, if the deed be wished to

Mortgagee the purchaser.

PURCHASES. LEASE HOLDS. *Equity of Redemption.*

is now in being, and in no wise forfeited, surrendered, determined, incumbered, or otherwise become void or voidable, or in any manner prejudicially affected, save only so far as respects the said in part recited mortgage. [AND also that the rent in or by the said in part recited indenture of lease reserved, and the land and sewers taxes payable in respect of the said premises, and all interest due for or upon the said principal sum of £ have been severally and respectively duly paid and satisfied up to the day of now last past; and that all covenants, provisoes, and agreements, by the said indenture of lease required to be performed or observed by the tenant or occupier of the said premises in respect thereof, have been well and truly performed and observed up to the date of these presents]. AND that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself full power, and lawful and absolute right, title, and authority to bargain, sell, assign, transfer, and set over, the said messuages or tenements, and premises with their rights, members, and appurte-

That the rent and taxes are paid up,

And covenants performed up to this time.

That he has a right to assign.

---

be very short; he having already entered into these covenants with the mortgagee in the mortgage deed. The covenants that he has a right to assign, that the purchaser shall quietly enjoy free from incumbrances, and for further assurance, should, however, be retained so far as regards the conveyance of the equity of redemption, as should also that that he has a right to convey the equity of redemption.

PURCHASES.

LEASEHOLDS.

Equity of Redemption.

nances, (subject only as aforesaid); and a clear and absolute right or equity of redemption, of, in, or concerning the same, unto the said (*purchaser*), his executors, administrators, and assigns, for the term or period, and in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, from time to time and at all times hereafter, for and during the residue or remainder of the said term of years, in and by the said in part recited indenture of lease granted, which is now to come and unexpired by effluxion of time, peaceably and quietly have, hold, use, occupy, possess, and enjoy, all and singular the said messuages or tenements, and premises, with their and every of their rights, members, and appurtenances; and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit, without any action, suit, interruption, or disturbance, by or from the said (*vendor*), his executors or administrators, or any person or persons, now or hereafter lawfully or rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, by, from, through, under, or in trust for him, them, or any of them, (other than the said (*mortgagee*), his executors, administrators, or assigns, for or in respect of the said principal sum of £ , and interest, [and persons claiming, or entitled under, or by virtue of any underleases or agreements for underleases,

That the purchaser shall quietly enjoy.

PURCHASES. LEASEHOLDS. *Equity of Redemption.* Free from incumbrances.

of which counterparts have been produced unto the said (*purchaser*), his counsel or solicitor, at the time of the sealing and delivery of these presents, so far as concerns their respective estates and interests, under or by virtue thereof]. AND that free and clear, and clearly, and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*vendor*), his executors and administrators effectually defended, protected, kept harmless and indemnified from, and against all former and other [grants, bargains and sales, rents, taxes, arrears of rent and taxes, assignments, mortgages, sum and sums of money, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re entry, judgments, executions, extents, statutes, and recognizances, and of and from all other] estates, titles, trusts, interests, charges, liens, and incumbrances whatsoever, which now or hereafter are or may be made, done, executed, or knowingly occasioned or suffered, by the said (*vendor*) or by any other person or persons now or hereafter rightfully claiming or possessing any legal or equitable estate, right, title, or interest, at law or in equity, from, through, under, or in trust for him, them, or any of them, or by or with their or either of their means, privity, consent, or procurement (1), (the said in part re-

Mortgagee the purchaser.

(1) If the mortgagee be himself the purchaser, this exception may be omitted.

cited mortgage, and the rent or rents in or by the said in part recited indenture of lease reserved or made payable, from and after the said day of last past, and the covenants and agreements which on the lessee's or tenant's part are thereby required to be performed and observed in respect of the said premises from henceforth during the residue of the said term, and such leases or agreements for leases as aforesaid, only excepted). AND moreover, that he the said (*vendor*), his executors, and administrators, and all and every person and persons now or hereafter rightfully claiming or possessing any estate, right, title, trust, charge, or interest, at law or in equity, in, to, out of, upon, or respecting the messuages or tenements and premises, mentioned or intended to be hereby assigned, or any part thereof, by, from, through, under, or in trust for him, them, or any of them (other than and except the said (*mortgagee*), so far as respects his estate and interest under or by virtue of the said in part recited mortgage), [and persons claiming or entitled under or by virtue of such leases or agreements as aforesaid, so far as respects their respective estates and interests under or by virtue of the same], shall and will from time to time and at all times hereafter, during the remainder now to come and unexpired by effluxion of time, of the said term of years, at the request, cost, and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done,

Covenant for further assurance.

PURCHASES. LEASEHOLDS. *Equity of Redemption.*

executed, and perfected], with all due and sufficient expedition, all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely or satisfactorily assigning, transferring, confirming, and assuring the same messuages or tenements, and premises, or any part thereof unto the said (*purchaser*), his executors, administrators, and assigns, for all the residue or remainder which shall be then to come and unexpired of the said term of years, by effluxion of time, as by the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law, being of the degree of a barrister, shall be reasonably advised and required.

Covenant by purchaser to pay rent.

And in consideration of the premises, the said (*purchaser*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*vendor*), his executors and administrators, that he the said (*purchaser*), his executors, administrators, or assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the residue of the said term or period of years, now to come and unexpired (or during such part thereof, as he or they shall or may lawfully and peaceably hold and enjoy the same, by virtue of these presents or otherwise, against the said (*vendor*) and all persons claiming or entitled under him or them save only as aforesaid), well and truly pay the said yearly rent of £ in or by

PURCHASES.

LEASEHOLDS.

Equity of Redemption.

the said in part recited indenture of lease reserved, which shall become due from and after the day of now last past, at such times and in such manner as the same is thereby made payable; and also pay and satisfy all taxes, duties, and assessments, which shall from thenceforth be chargeable upon the said premises, and perform and observe all and every the covenants, provisoes, and agreements which by the same indenture are required to be from henceforth observed or performed on the part of the tenant or occupier of the said premises(1). AND lastly, that he the said (*purchaser*), his executors, administrators, or assigns, shall and will pay off and discharge (2), or cause and procure to be paid off and discharged, the said sum of £ so advanced by, and now remaining due unto the said (*mortgagee*) on the security of the said premises as hereinbefore is mentioned, together with all interest which from time to time shall from henceforth grow or become payable for or in respect thereof; and of, from, and against the said rent and taxes, and the said mortgage money and interest respectively, and each of them, and all covenants and agreements for payment of the same,

And taxes.

And to pay off the mortgage.

And indemnify the vendor.

(1) If part only of the mortgaged premises are sold, see Vol. I. p. 373, n. (1).

Part of premises sold.

(2) If the mortgagee be himself the purchaser, this covenant will of course be omitted, and see Vol. I. No. XXV. p. 374, n. (1), and a release from him to the mortgagor of the covenant to pay the mortgage money may be added.

Mortgagee the purchaser.

PURCHASES. LEASEHOLDS. *Equity of Redemption.*

or of any part thereof, and all actions, suits, proceedings, costs, charges, and expenses which shall or may be prosecuted or instituted, or incurred or occasioned by, or by reason of any default or delay in the payment, observance, or performance of the same respectively, or of any of them, or any part thereof, or by any other act, deed, omission, or default of him the said *(purchaser)*, his heirs, executors, or administrators, in respect of or concerning the said premises, shall and will from time to time, and at all times hereafter well and effectually protect, defend, keep harmless and indemnified, the said (*vendor*), his heirs, executors, and administrators, and his and their goods and chattels, and lands, and tenements, and every of them (1). IN WITNESS, &c.

Production of lease.

(1) If a small part only of the demised premises be sold to the present purchaser, and the lease be not delivered to him, add a covenant for the production of it, as *ante*, No. LXX. p. 160.

The recommendation given for searching for judgments on the assignment of leaseholds, see *ante*, p. 153, notes, need not be extended to an equity of redemption in them, as such an interest is not extendable, see 29 Car. 2. c. 3. s. 16, and *ante*, Vol. I. INTRODUCTION, p. XCV.

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

No. LXXVI.

Assignment of Leasehold Premises by the Lessee *(or an Assignee) and a* Mortgagee, *to a Purchaser.*

Variations *as in margin below* (1).

THIS INDENTURE of three parts, made the day of , in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the mortgagee*) of, &c. (a mortgagee of the premises hereinafter described, of the first part, (*the mortgagor, being the vendor*) of, &c. (the beneficial owner of the same premises) of the second part, and *(the purchaser)* of, &c. (who has contracted for the purchase thereof) of the third part. WHEREAS, &c. (2). AND WHEREAS default was made in payment of the said principal sum of £ at the time stipulated in the said in part recited proviso for payment thereof, whereby the estate and interest of the said (*mortgagee*) in the said premises became absolute at law: AND WHEREAS there is

Parties.

Recitals.

---

(1) See also notes and variations to Vol. II. No. XXXVI. p. 119, *et seq.* also those *ante*, No. LXX. p. 128, *et seq.* Recitals.

(2) Recite here the lease and all mesne assignments, if any, as in No. LXX. p. 129, and the assignment by way of mortgage, as *ante*, p. 208.

PURCHASES. LEASEHOLDS. *Lessee and Mortgagee.*

now due to the said (*mortgagee*) upon the said in part recited security, the said principal sum of £ [together with the sum of £ for interest up to this day, making together the sum of £ .] AND WHEREAS the said (*purchaser*) hath contracted with (1) the said (*vendor*) for the absolute purchase of the said messuage or tenement and premises, comprised in the said indenture of lease, [together with the several fixtures belonging to the same], at the sum of £ , and it was agreed, upon the contract for the said purchase, that the said sum of £ so due upon the said premises should be paid off out of the said purchase money; and the said (*mortgagee*) has agreed to accept the same, and join in such assignment of the said premises to the said (*purchaser*) as hereafter is expressed.

Agreement for purchase.

Witness, that in consideration of the sum due on mortgage.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of good and lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*mortgagee*) in hand well and truly paid (2) by the said (*purchaser*) at or immediately before the sealing and delivery hereof, with the privity, and by the direction, and for and on the behalf of the said (*vendor*) testified by his being a party to and executing these presents, (being in

---

Auction. (1) If the estate were sold by public auction, recite as *ante*, No. LXX. p. 132, n. (1).

Consideration. (2) If the consideration be other than money paid down, see Vol. I. No. XVI. p. 165, n. (6), *et seq.*

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

full of all principal money and interest due to him the said (*mortgagee*) on the said hereinbefore in part recited mortgage) the receipt whereof, and that the same is so in full as aforesaid, the said (*mortgagee*) doth hereby acknowledge, and of and from the same doth fully and absolutely acquit, release, exonerate, and discharge the said (*purchaser*) and also the said (*vendor*), and each of them, and their respective executors, administrators, and assigns, and likewise the said mortgaged premises for ever, by these presents, He the said (*mortgagee*), at the request and by the direction and appointment of the said (*vendor*) testified as aforesaid, [HATH bargained, sold, assigned, transferred, and set over, and by these presents] DOTH bargain, sell, assign, transfer, and set over(1) unto the said (*purchaser*), his execu-

The mortgagee assigns, &c.

Conciseness.

(1) If it be wished that the deed should be prepared with as much conciseness as it can be, the payment of the residue of the purchase money to the vendor may be stated here, and the subsequent WITNESSING part and HABENDUM may be omitted; in which case the deed may proceed thus:

"AND for the considerations aforesaid, and in consideration of the further sum of £ of like lawful and current money, being the residue of the said purchase money, or sum of £ at the same time well and truly paid by the said (*purchaser*) to the said (*vendor*), the receipt whereof, and the payment of which said sum of £ at and by such request and direction as aforesaid, and that the same sums (making together the said sum of £ are in full for the purchase of the messuage, ground, and premises in the said in part recited indenture of lease com-

PURCHASES. LEASEHOLDS. *Lessée and Mortgagee.*

tors, administrators, and assigns, ALL that messuage or tenement, piece or parcel of ground (1), and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease of the day of , and so assigned to the said *(mortgagee)* by the said in part recited indenture of assignment by way of mortgage, of the day of as hereinbefore is mentioned, with all and every the rights, privileges, easements, advantages, and appurtenances whatsoever, to the same premises belonging, or with any part thereof now or usually occupied or enjoyed; together with the said in part recited indentures of lease and assignment respectively, and all mesne assignments and underleases, if any thereof, and all other deeds, evidences, and writings, now in the custody or lawful power of the said (*mortgagee*) in any wise relating to the said premises or any part thereof, [and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agree-

---

prised, discharged of all claims and demands by reason of the said in part recited mortgage) the said (*vendor*) doth hereby acknowledge, and of and from the same, &c. (*as above*) He the said (*vendor*) HATH bargained, sold, and assigned, and by these presents DOTH bargain, sell, and assign," unto, &c. (*as in the text.*)

Parcels.

(1) If any material variation have taken place in the description of the premises, by new erections or otherwise, since their demise or assignment to the present vendor, see *ante*, p. 136, n. (2).

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

ments therein respectively contained, which on the part of the lessor or landlord of the said premises are to be performed or observed.] AND all the estate, right, title, interest, trust, term of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, of him the said *(mortgagee)* (1) of, in, or to the same premises, and every part or parcel thereof, under or by virtue of the said in part recited indentures of lease and assignment by way of mortgage, or either of them. TO HAVE AND TO HOLD the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or intended so to be, with their and every of their respective rights, members and appurtenances, unto, and by him, the said (*purchaser*) his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder which is now to come and unexpired by effluxion and computation of time, of or in the said term of years, so in or by the said in part recited indenture of assignment made over to or otherwise vested in him the said (*mortgagee*) as aforesaid (2). AND the said

To HOLD to the purchaser for the residue of the term.

Covenant by mortgagee that he has not incumbered.

(1) Or if the shorter form given in the preceding note be adopted, Shorter form.

"Of the said (*mortgagee*) and (*vendor*) and of each of them."

(2) In the case mentioned in the note next above, say

"In and by the said hereinbefore in part recited indenture of lease, so granted therein as aforesaid, free and clear of and

PURCHASES. LEASEHOLDS. *Lessee and Mortgagee.*

(*mortgagee*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare, with and to the said (*purchaser*) his executors, administrators, and assigns, that he the said (*mortgagee*) hath not at any time or times heretofore made, done, executed, or knowingly occasioned or suffered, [or caused or procured to be made, done, executed, or suffered, nor been party or privy to] any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said indenture of lease is or can be or become void or voidable, or the premises thereby demised, or any part thereof, or the estate or interest of the said (*mortgagee*) and (*vendor*) or either of them therein, be impeached, charged, incumbered, or otherwise prejudicially affected in any manner howsoever. AND THIS INDENTURE FURTHER (1) WITNESSETH, that for the considerations aforesaid, and also for and in consideration of the further sum of £ of such lawful and current money (2) as aforesaid, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof

FURTHER WITNESS, in consideration of the residue of the purchase money.

---

from the said hereinbefore in part recited mortgage, and all sums of money thereby secured; but subject nevertheless," &c. *as in text.*

Shorter form.

(1) If the shorter form proposed in the preceding note, *ante*, p. 223, n. (1), be adopted, this FURTHER WITNESSING part of the deed, and also the following HABENDUM, will be omitted.

Consideration.

(2) If the consideration be other than money paid down, see Vol. I. No. XVI. p. 165, n. (6).

the said (*vendor*) doth hereby acknowledge, [and of and from every part thereof doth fully and absolutely acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said messuages and premises, by these presents] (and which said sums of £ and £ making together the sum of £ are in full for the purchase of the messuages or tenements, and premises mentioned or intended to be hereby assigned, or otherwise conveyed) He the said (*vendor*) HATH bargained, sold, assigned, ratified, and confirmed, and by these presents DOTH fully and absolutely bargain, sell, assign, ratify, and confirm unto the said (*purchaser*) his executors, administrators, and assigns, ALL and singular the said messuages or tenements, piece or parcel of ground, and other the premises hereinbefore bargained, sold, and assigned, or otherwise assured or intended so to be, with their respective appurtenances, [be the same, or any of them, or any part thereof, now called, known, or distinguished by the same name or names, or otherwise howsoever.] AND all the estate, right, title, interest, term or terms for years now to come and unexpired, property, claim and demand whatsoever, of him the said (*vendor*) both at law and in equity, or otherwise howsoever, of, in, to, or concerning the said premises, and every or any part or parcel thereof; together with the said indentures of lease and of assignment, and all other

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

The vendor assigns and confirms.

Parcels.

PURCHASES. LEASEHOLDS. *Lessee and Mortgagee.*

deeds, evidences, and writings, in any wise concerning the said term estate and premises, which now are or hereafter shall or may be in the custody or lawful power of the said (*vendor*) his executors or administrators, or any other person or persons in trust for him or them. To HAVE AND TO HOLD the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby bargained, sold, assigned, and confirmed, or otherwise assured or intended so to be, and every part and parcel thereof, unto the said (*purchaser*) his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder which is now to come or unexpired by effluxion of time, of or in the said term of years, in or by the said in part recited indenture of lease thereof granted or demised as aforesaid, free and clear of and from the said herein-before in part recited mortgage, and all monies thereby secured or chargeable thereupon, and all other mortgages, liens, and incumbrances whatsoever; but subject nevertheless to the payment of the rent by the said indenture of lease reserved, which from and after the day of shall become due or payable, and to the performance of all and every the covenants, provisoes, and agreements thereby required to be henceforth performed or observed by or on the part of the tenant or occupier of the said premises, for or in respect of the same. AND the said (*vendor*) for himself, his heirs, executors, and administrators,

To HOLD to the purchaser for the residue of the term,

free from the said mortgage, &c.

But subject to the rents and covenants in the lease.

Covenant by vendor that the lease is valid.

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

doth covenant, promise, and agree with and to the said (*purchaser*) his executors, administrators, and assigns, by these presents, in the manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing by him the said (*vendor*) committed, executed, or knowingly occasioned, permitted, suffered, or omitted, to the contrary, the said in part recited indenture of lease, is at the time of the sealing and delivery of these presents, and shall and will during the now residue of the said term of years, continue a valid, subsisting, and effectual lease, both at law and in equity; and then the term of years thereby mentioned to be demised is now in being, and in no wise forfeited, surrendered, incumbered, or otherwise become void or voidable, or in any other manner prejudicially affected. [AND also, that the rent in and by the said in part recited indenture of lease reserved, and the land, and sewers, payable in respect of the said premises, have been duly paid and satisfied, up to the day of now last past; and all and every the covenants, provisoes, and agreements, by the same indenture required to be performed or observed by the tenant or occupier of the said premises, in respect thereof, well and truly performed and observed up to the time of the sealing and delivery of these presents.] AND that for and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said (*mortgagee*) and (*vendor*) have in themselves, or one of them hath in himself full and absolute right,

That the rent and taxes are paid up to the last quarter day.

Covenants performed up to this time.

And that he and the mortgagee have a right to assign

PURCHASES. LEASEHOLDS. *Lessee and Mortgagee.*

title, and authority, to bargain, sell, assign, and confirm, all and singular the messuages or tenements, and other the premises expressed or intended to be hereby assigned, or otherwise assured, with their and every of their appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, in the manner and form, and for the term or period aforesaid, and according to the true intent and meaning of these presents.

That the purchaser shall quietly enjoy.

AND further, that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may, from time to time, and at all times hereafter, during the residue or remainder of the said term of years, in and by the said recited indenture of lease granted, which is yet to come and unexpired by effluxion of time, peaceably and quietly enter into and upon, and have, hold, occupy, possess, and enjoy, all and singular the messuages or tenements, and premises hereby assigned, or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances, and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit, without any eviction, disturbance, molestation, or interruption whatsoever, by or from the said (*vendor*) and (*mortgagee*) or either of them, or the executors, administrators, or assigns of either of them, or by or from any person or persons whomsoever, now or hereafter claiming or possessing any estate, right, title, charge, or interest, at law or in equity; from, through, under, or in trust for him or them,

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

or any or either of them, [other than any person or persons claiming or entitled under or by virtue of any leases or agreements for leases, of which counterparts have been delivered to the said (*purchaser*) his counsel or solicitor, at or before the sealing and delivery of these presents, so far as concerns their respective estates and interests under or by virtue thereof.] AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or by and at the expense of the said (*vendor*) well and effectually protected, kept harmless, and indemnified, from, and against all former and other [gifts, grants, bargains and sales, assignments, demises, mortgages, surrenders, conveyances, and assurances, arrears of rent, forfeitures, re-entries, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and other] estates, rights, titles, interests, charges, and incumbrances whatsoever, which at any time heretofore have been created, committed, executed, or knowingly occasioned or suffered by the said (*vendor*) or (*mortgagee*) or either of them, or which at any time hereafter shall or may be created, committed, executed, or knowingly occasioned or suffered by them, or either of them, their or his executors or administrators, or any person or persons, now or hereafter rightfully claiming or possessing any legal or equitable estate, right, title, charge, or interest, from, through, under, or in trust for them, or any or either of them, or by or through their, or any or either of their acts, means, privity,

Free from incumbrances.

PURCHASES. LEASEHOLDS. *Lessee and Mortgagee.*

consent, or procurement, (save only and except the rents, covenants, provisoes, and agreements hereinbefore particularly mentioned or referred to, and such lessee or lessees in respect of such estates and interests as aforesaid). AND further, that he the said (*vendor*) his executors and administrators, and all and every person and persons, now or at any time hereafter lawfully or rightfully claiming or possessing any legal or equitable estate, right, title, trust, charge, or interest, in, to, out of, or upon the messuages or tenements, and premises hereby assigned, or otherwise assured, or intended so to be, or any part thereof, by, from, through, or under him, them, or any or either of them, [other than the person or persons hereinbefore excepted, so far as regards the said estates and interests], shall and will from time to time, and at all times hereafter, during the remainder now to come and unexpired, by effluxion of time, of the said term of years therein, at the request and expense of the said (*purchaser*) his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected, with all due and sufficient despatch], all and every such further and other lawful and reasonable acts, things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely or satisfactorily assigning, confirming, and assuring the same premises, and every or any part thereof, unto the said (*purchaser*) his executors, administrators,

Covenant for further assurance.

PURCHASES.

LEASEHOLDS.

Lessee and Mortgagee.

and assigns, for all the residue or remainder which shall be then to come and unexpired of the said term of years therein, as he the said (*purchaser*) his executors, administrators, or assigns, or his or their counsel in the law, (being of the degree of a barrister), shall advise and require. AND in consideration of the premises aforesaid, the said (*purchaser*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*vendor*) his executors and administrators, that he the said (*purchaser*) his executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the residue of the said term or period of years now to come and unexpired, (or during such part thereof as he and they shall or may lawfully hold and enjoy the same, by virtue of these presents or otherwise, against the said (*vendor*) and all persons claiming under him as aforesaid), well and truly pay the said yearly rent of £ in or by the said in part recited indenture of lease reserved, and which shall become due from and after the said day of last past, at such times and in such manner as the same is thereby made payable; and also pay and satisfy all taxes thenceforth chargeable upon the said premises; and perform and observe all and every the covenants, provisoes, and agreements, which by the same indenture are required to be from henceforth observed or performed on the part of the tenant or occupier of the said premises. AND moreover

Covenant by purchaser to pay rent, and perform covenants of the lease,

and indemnify the vendor.

PURCHASES. LEASEHOLDS. *Lessee and Mortgagee.*

shall and will from time to time, and at all times thereafter, protect, defend, and keep harmless and indemnified the said (*vendor*) his heirs, executors, and administrators, and his and their lands and tenements, goods, chattels, and effects, of, from, and against the same, and all actions, suits, costs, charges, damages, and expenses whatsoever, which he, they, or any or either of them, shall or may pay, bear, or sustain, or which shall or may arise or be occasioned by reason of the non-payment of the said rent or taxes respectively, or the non-observance or non-performance of any of the said last mentioned covenants, clauses, provisoes, or agreements (1). IN WITNESS, &c. (2).

Fixtures. Policy. Production of lease.

(1) If fixtures be also assigned, see *ante*, No. LXX. p. 155.

If a policy of assurance be assigned, see also *ibid.* p. 180.

If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered, add a covenant for the production of it, as in No. LXX. p. 160.

(2) See notes and variations to Vol. II. No. XXXVI. p. 119, *et seq.* and also those *ante*, No. LXX. p. 129, *et seq.*

PURCHASES.

LEASEHOLDS.

Lessee and Annuitant.

No. LXXVII.

Assignment of Leasehold Premises by Lessee and Annuitant *to a Purchaser.*

Variations *as in margin below* (1).

THIS INDENTURE of three parts, made the day of in the year of the reign, &c. and in the year of our Lord BETWEEN (*the lessee or vendor*) of, &c. of the first part, *(the annuitant)* of, &c. of the second part, (*the annuitant's trustee*) of, &c. of the third part, and (*the purchaser*) of, &c. of the fourth part. WHEREAS, &c. (2). AND WHEREAS by an indenture of three parts bearing date on or about the day of , and made or expressed to be made between the said (*vendor*) of the first part, the said (*annuitant*) of the second part, and the said *(annuitant's trustee)* of the third part, (a memorial whereof was duly enrolled in the High Court of Chancery), the said (*vendor*) for a valuable consideration therein mentioned granted unto the said *(annuitant)* and his assigns

Recital of grant, if any.

---

(1) See also notes, &c. Vol. II. No. XXXVIII. p. 170, *et seq.* and *ante*, No. LXX. p. 128, *et seq.*

(2) Recite the lease as *ante*, p. 129.

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

for the term of his natural life, an annuity or clear yearly sum of £ to be issuing and payable out of and chargeable upon the several messuages or tenenments and premises comprised in the said hereinbefore in part recited indenture of lease; and for better securing the payment thereof, the said (*vendor*) assigned the said messuages and premises unto the said (*trustee*), his executors, administrators, and assigns, for the then residue of the said term of years, upon the trusts therein expressed, and in the said indenture was contained a proviso or agreement that the said (*vendor*) should be at liberty to repurchase the said annuity, upon payment to the said (*annuitant*) of all arrears thereof, and of the sum of £ as the consideration for such repurchase, and that upon the receipt of such purchase money the said (*annuitant*) should release, assign, and surrender the said annuity, and the several securities for the same, and also the said lands and hereditaments chargeable with the payment thereof, in such manner as the said (*vendor*), his executors, administrators, or assigns, or his or their counsel in the law, should require. AND WHEREAS the said annuity, and all arrears thereof, have been fully paid and satisfied up to the date of these presents. AND WHEREAS the said (*purchaser*) has contracted (1) with the said (*vendor*) for the absolute purchase of the said

Contract for purchase.

Auction.

(1) If the sale were by public auction, recite as in No. LXX. p. 132, n. (1).

PURCHASES: LEASEHOLDS. *Lessee and Annuitant.*

messuages, or tenements and premises comprised in the said in part recited indenture of lease, for the residue now to come of the said term of years, free from incumbrances, for the sum of £ out of which it has been agreed that the said annuity or yearly sum of £ so charged upon the said premises by the said last in part recited indenture, shall be repurchased in pursuance of the proviso therein contained in that behalf, and the said *(annuitant)* has accordingly agreed to execute such release and assurance of the said premises as hereinafter is expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency (1), to the said *(annuitant)* in hand well and truly paid by the said (*purchaser*), at or immediately before the sealing and delivery hereof, at the request and by the direction and appointment, and for and on the behalf of the said (*vendor*), testified by his being a party to and executing these presents, being in full for the repurchase of the said annuity or yearly sum of £ as hereinafter is mentioned, and of the further sum of £ of like lawful money, being the residue, and in full of the said purchase money or sum of £

WITNESS, that in consideration of the mortgage money,

(1) If the consideration be other than money paid down, see Vol. I. No. XVI. p. 165, n. (6). Consideration.

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

at the same time well and truly paid by the said (*purchaser*) to him the said (*vendor*) (1), the payment of which said sums of £ and £ , and that the same, making together the sum of £ are in full for the absolute purchase of the messuages or tenements, and premises hereinbefore, and in the said indenture of lease described, and hereby assigned, or otherwise assured or intended so to be, for the now residue of the said term of years discharged of the said annuity or yearly sum of £ and of all claims and demands in respect thereof, the said (*vendor*) doth hereby acknowledge, and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, and also the said messuages or tenements, and premises, by these presents, HE the said (*vendor*) HATH bargained, sold, assigned, transferred, set over, ratified, and confirmed, and by these presents, DOTH bargain, sell, assign, transfer, set over, ratify, and confirm (2), unto the said (*purchaser*)

The vendor assigns and confirms.

Sale by order of court.

(1) If the sale were made by direction of the Court of Chancery or Exchequer, and the money is to be paid into the Bank, or to the Deputy Remembrancer, see the variations subjoined to Vol. I. No. XVI. p. 191.

Conciseness.

(2) If conciseness be particularly required, the annuitant's trustee may here join in the assignment, and the further witness, *post*, p. 241, be omitted, in which case, say,

"And also for and in consideration of the further sum of

his executors, administrators, and assigns, ALL that messuage or tenement, &c. and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease, of the day of as hereinbefore is mentioned; together with all and singular the rights, privileges, easements, advantages, and appurtenances to the same premises belonging, or therewith usually or now occupied or enjoyed; and also the said in part recited indentures of lease, and all mesne assignments and underleases, if any, thereof, and all other deeds, evidences, and writings now in the custody or lawful power of the said (*vendor*) in any way relating to the said premises, or any part thereof, [and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agreements in the said indenture of lease contained, which on the part of the lessor or landlord of the said premises are to be performed or observed]. AND all the estate, right, title, interest, trust, term of years now to come and unexpired, property, claim and demand whatsoever, both at law

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

---

five shillings of such lawful money as aforesaid, at the same time in hand paid by the purchaser to the said *(annuitant's trustee)*, the receipt whereof is hereby acknowledged, HE the said (*annuitant's trustee*), at and by the request and direction of the said *(annuitant)* and (*vendor*), respectively testified by their severally being parties to and executing these presents, HATH bargained, sold, &c." *as above.*

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

and in equity, of him the said (*vendor*), of, in, or to the same premises, and every or any part thereof, by force or virtue of the said in part recited indenture of lease or otherwise howsoever. To HAVE AND TO HOLD the said messuages or tenements, and all and singular other the premises hereby assigned, or otherwise assured, or intended so to be, and every part of the same, with their and every of their respective rights, members, privileges, easements, advantages, and appurtenances unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion and computation of time, [and in such and the same, or the like manner, and as beneficially to all intents and purposes as the said (*vendor*) now holds the same, and as if the name of the said (*purchaser*), had been inserted in the said in part recited indenture of lease, instead of the name of him the said (*vendor*)] wholly and absolutely freed, exonerated, and discharged of and from the said annuity or yearly sum of £ and all monies whatsoever, now or heretofore due for or in respect thereof, and of and from all other liens, charges, claims and demands whatsoever, as well legal as equitable, of or by the said (*annuitant*), his executors, administrators, or assigns, for or concerning the same. BUT subject nevertheless to the payment of the rent in or by the said

To HOLD to the purchaser for the residue of the term, &c.

Subject to the rents and covenants in the lease.

PURCHASES.

LEASEHOLDS.

Lease and Annuitant.

hereinbefore in part recited indenture of lease of the day of reserved, and to the observance and performance of the several covenants, provisoes, conditions, clauses, and agreements, in or by the same indenture, on the part of the said (*vendor*), his executors, administrators, or assigns, to be observed or performed. AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the sum of £ of such lawful and current money as hereinbefore is mentioned, in hand well and truly paid by the said *(purchaser)* to the said *(annuitant)*, at or immediately before the sealing and delivering of these presents, as and for the repurchase of the said annuity or yearly sum of £ so granted or secured to the said (*annuitant*), by the said in part recited indenture of the day of as aforesaid, the receipt whereof, and that the same is in full for such repurchase, the said *(annuitant)* doth hereby acknowledge, and of and from the same and every part thereof doth by these presents acquit, release, exonerate, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, and also the said (*vendor*), his heirs, executors, administrators, and assigns, and likewise the premises charged with the payment of the same, he the said *(annuitant)*, at the request and by the direction of the said (*vendor*), testified by his being a party to and signing and sealing these presents, HATH bargained, sold, assigned, released, and quit-claimed, and by these presents DOTH

FURTHER WITNESS. Annuitant releases the annuity.

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

bargain, sell, assign, release, and quit-claim unto the said (*purchaser*), his executors, administrators, and assigns, ALL that the said annuity or annual sum of £ granted or secured, or mentioned or intended to be granted or secured to him the said (*annuitant*), by the said hereinbefore in part recited indenture of the day of , and charged upon and issuable out of the messuages or tenements, and premises as aforesaid, and all arrears thereof, and all powers and remedies whatsoever for compelling and enforcing the payment thereof, and all actions, suits, causes of action and suit, bonds, judgments, warrants of attorney, executions, claims and demands whatsoever, for or on account or in respect of the said annuity, or yearly sum of £ or of any instrument or security made, entered into, or given for the same, and all the estate, right, title, interest, benefit, claim, and demand whatsoever, as well legal as equitable, of him the said (*annuitant*) in, to, or concerning the same, to the intent that the said annuity or annual sum may henceforth be utterly extinguished and annihilated.

Covenant by annuitant that he has power to release.

AND the said (*annuitant*) for himself, his heirs, executors, and administrators, doth covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, by these presents, that he the said (*annuitant*) hath not at any time heretofore made, done, committed, or knowingly suffered or omitted, or been party or privy to any act, deed, matter, or thing whatsoever, whereby or by means whereof he is, or can or may

PURCHASES.

LEASEHOLDS.

Lessee and Annuitant.

be rendered incapable of, or prevented from extinguishing the said annuity or yearly rent-charge of £ or releasing the said (*vendor*) and (*purchaser*) respectively, and the said premises charged with the payment thereof, of and from the same, in the manner hereinbefore expressed, and according to the true intent and meaning of these presents. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, [and in consideration of the sum of five shillings to the said *(annuitant's trustee)* in hand paid by the said *(purchaser)*, at the time of the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged)], HE the said (*annuitant's trustee*) at and by the request and direction of the said (*annuitant*) and (*vendor*) testified by their severally being parties hereto, HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, and the said (*vendor*) and (*annuitant*) respectively, HAVE, and each of them HATH bargained, sold, assigned, ratified, and confirmed, and by these presents, DO, and DOTH bargain, sell, assign, ratify, and confirm, unto the said (*purchaser*), his executors, administrators, and assigns, ALL and singular the messuage or tenement, and other the premises hereinbefore bargained, sold, and assigned, or otherwise assured or intended so to be, and by the said in part recited indenture of of the day of so assigned to him, the said (*trustee*) as herein before is mentioned, with their respective

FURTHER WITNESS, assignment by annuitant's trustee.

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

appurtenances, and all the estate, right, title, interest, property, term of years now to come and unexpired, claim and demand whatsoever of him the said (*annuitant's trustee*) of, in, and to the said premises, and every or any part or parcel thereof, under, or by the said in part recited indentures, together also with the same indentures. TO HAVE AND TO HOLD the said messuages or tenements, and all and singular other the premises thereby bargained, sold, assigned, or assured, or intended so to be, and every part thereof, unto and by him the said (*purchaser*), his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of or in the said term of years, in and by the said in part recited indenture granted, or assigned as aforesaid, which is now to come and unexpired. AND the said (*annuitant's trustee*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that he the said (*annuitant's trustee*) hath not at any time or times heretofore, made, done, executed, or knowingly occasioned, suffered, or omitted, [nor caused or procured to be made, done, committed, executed, suffered, or omitted, or been party or privy to] any act, deed, matter, or thing whatsoever, whereby or by means whereof the messuages or tenements and premises herein-before assigned, or otherwise assured, or intended so to be, or any part thereof, or their, or any of their appurtenances, are, or is, or can, or may be impeached,

Covenant by annuitant's trustee that he has not incumbered.

PURCHASES.

LEASEHOLDS.

Lessee and Annuitant.

charged, incumbered, or prejudicially affected, in any manner howsoever. AND the said *(vendor)* for himself, &c. [*Add covenant by vendor that the lease is valid* (1)]. AND that for and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said (*vendor, annuitant, and trustee*) or some other have in themselves, or one of them hath in himself full right, title, and authority to grant, bargain, sell, assign, transfer, and assure the messuages or tenements, and all and singular other the premises hereinbefore assigned, or expressed or intended so to be, and every part and parcel thereof, with their respective rights, members, easements, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, for and during all the residue and remainder which is now to come and unexpired by efflux and computation of time of and in the said term or period of years, so granted thereof as aforesaid, in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, immediately upon the execution of these presents, and from time to time and at all times thereafter, during the residue or remainder of the said term of years, in and by the said recited indenture of lease granted, which is yet to come and unexpired by effluxion of time, peaceably

Lease valid. That he, mortgagee or annuitant, have right to assign.

That the purchaser shall quietly enjoy.

(1) See *ante*, p. 139.

PURCHASES. LEASEHOLDS. *Lessee and Annuitant.*

and quietly enter into and upon, and have, hold, use, occupy, possess, and enjoy the messuages or tenements, and all and singular the premises hereby otherwise assigned, or assured or intended so to be, with their and every of their rights, members, and appurtenances, and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit, without any action, suit, eviction, disturbance, or interruption, by or from the said (*vendor*), (*annuitant*), and (*trustee*), or any or either of them, or the executors, administrators, or assigns of either of them, or by or from any person or persons whomsoever, now or hereafter rightfully claiming or possessing, either at law or in equity, any estate, right, title, charge, or interest, from, through, under, or in trust for them, or any or either of them, [other than persons claiming or entitled under or by virtue of any leases, or agreements for leases, of which counterparts have been produced unto the said (*purchaser*), his counsel or solicitor, at or before the sealing and delivery of these presents, as to and in respect of their several estates and interests, under or by virtue of the same]. AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise by and at the expense of the said (*vendor*), his executors or administrators, well and effectually protected, kept harmless, and indemnified from and against all former and other assignments, [gifts, grants, bargains, and sales, mortgages, wills, conveyances, assurances, rents, taxes,

PURCHASES.

LEASEHOLDS.

Lessee and Annuitant.

forfeitures, re-entry, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and of, from, and against all other] estates, titles, interests, charges, and incumbrances whatsoever, which at any time heretofore have been created, committed, executed, occasioned, or suffered by the said (*vendor*), (*annuitant*), or (*trustee*), or any or either of them, or which at any time hereafter shall or may be created, committed, executed, occasioned, or suffered by them, or either of them, their or his executors or administrators, or other person or persons, now or hereafter rightfully claiming, or possessing any legal or equitable estate, right, charge, or interest, from, through, under, or in trust for them, or any or either of them, or by or through their or any, or other of their acts, means, privity, consent, or procurement (save only such rents, covenants, provisoes, and agreements as hereinbefore are mentioned). AND further, &c. [*Add covenant by vendor for further assurance* (1), *and to pay and indemnify lessor against rent, &c.* (2)]. IN WITNESS, (3) &c.

---

(1) See *ante*, p. 146.

(2) See *ante*, p. 149.

(3) And see notes, variations, &c. *ante*, No. LXX, p. 128, *et seq.* and 153, *et seq.* Variations.

No. LXXVIII.

Assignment of Leasehold Premises by Lessee, Mortgagee, *and* Annuitant *to a Purchaser.*

Variations *as in margin below* (1).

Parties.

THIS INDENTURE of parts, made the day of in the year of the reign, &c. and in the year of our Lord BETWEEN (*the mortgagee*) of, &c. (a mortgagee of the premises hereinafter described), of the first part, (*the vendor*) of, &c. (the beneficial owner thereof) of the second part, (*the annuitant*) of, &c. (who hath an annuity issuing out of the said premises) of the third part, and (*the annuitant's trustee*) of, &c. (a trustee for the said (*annuitant*)) of the fourth part, and (*the purchaser*) of, &c. (who hath contracted for the purchase of the same premises) of the fifth part. WHEREAS, &c. (2).

Recital of grant of annuity.

AND WHEREAS by an indenture bearing date the day of , and made or expressed to be made between the said (*vendor*) of the first part, the said (*annuitant*) of the second

---

Recitals.

(1) And see also notes and variations to Vol. II. No. XXXIX. p. 188, *et seq.*

(2) Recite here the lease, as in No. LXX. p. 129, the assignment to the vendor, if he be an assignee only of the premises, as in p. 131, n. (1), and the mortgage, default in payment, &c. as in No. LXXV. p. 208.

PURCHASES.

LEASEHOLDS.

Lessee, Mortgagee, and Annuitant.

part, and the said (*annuitant's trustee*) of the third part, (a memorial whereof was duly enrolled in the High Court of Chancery), the said (*vendor*) for a valuable consideration therein expressed, granted unto the said (*annuitant*) and his assigns, for the term of his natural life, an annuity or clear yearly sum of £ to be issuing and payable out of and chargeable upon the several messuages or tenements, and premises comprised in the said hereinbefore in part recited indenture of lease, and for better securing the payment thereof, the said (*vendor*) assigned the said messuages or tenements (subject to the said in part recited mortgage), unto the said (*trustee*) his executors, administrators, and assigns, for the then residue of the said term of years, upon the trusts therein expressed, and in the said indenture was contained a proviso or agreement that the said (*vendor*) should be at liberty to repurchase the said annuity, upon payment to the said (*annuitant*) of all arrears thereof, and of the sum of £ as the consideration for such repurchase, and that upon the receipt of such purchase money, the said (*annuitant*) should release, assign, and surrender the said annuity, and the several securities for the same, and also the said premises chargeable with the payment thereof, in such manner as the said (*vendor*) his executors, administrators, or assigns, or his or their counsel in the law should require. AND WHEREAS the said annuity has been fully paid and satisfied up to the date of these presents. AND WHEREAS the said (*purchaser*) has

Contract for purchase.

PURCHASES. LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

contracted (1) with the said (*vendor*) for the purchase of the said messuages or tenements, and premises comprised in the said in part recited indenture of lease, for the residue now to come of the said term of years, free from incumbrances, for the sum of £ out of which it has been agreed that the said principal sum of £ so secured on the said premises by the said in part recited indenture of the day of shall be paid off, and also that the said annuity or yearly sum of £ so charged thereon by the said last in part recited indenture, shall be repurchased in pursuance of the proviso therein contained in that behalf, and the said (*mortgagee*) and (*annuitant*) have accordingly agreed to execute such assignment and assurances of their respective estates and interests in the said premises as hereinafter is expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England (2), to the said (*mortgagee*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery hereof, at the request and by the direction and appointment, and for and on the behalf of the said (*vendor*)

WITNESS, that in consideration of the mortgage money.

Auction. (1) If the sale were by public auction, see *ante*, p. 32, n. (1).

Consideration. (2) If the consideration be other than money paid at the execution of the assignment, see *ante*, Vol. I. No. XVI. p. 165. n. 6, *et seq.*

PURCHASES.

LEASEHOLDS.

Lessee, Mortgagee, and Annuitant.

testified by his being a party to and executing these presents, in part of the said purchase money or sum of £ and being in full of all principal money and interest due to him the said (*mortgagee*) on the said hereinbefore in part recited mortgage security or otherwise, the receipt whereof, and that the same is so in full as aforesaid, the said (*mortgagee*) doth hereby acknowledge, and of and from the same doth wholly acquit, release, exonerate and for ever discharge the said (*purchaser*) and also the said (*vendor*) and each of them, and their respective heirs, executors, administrators, and assigns, and likewise the said mortgaged premises, by these presents, He the said (*mortgagee*) at the request and by the direction and appointment of the said (*vendor*) and with the privity and consent of the said (*annuitant*) testified as aforesaid, HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, AND for the considerations aforesaid (1), and in consideration of the further sum of £ of like lawful and current money, at the same time and by such direction, and so testified as aforesaid, well and truly paid by the said (*purchaser*) to the said (*annuitant*) in full for the repurchase of the said annuity or yearly sum of £ as hereinafter is mentioned, and of the further sum of £ of like lawful money, being the residue, and in

The mortgagee assigns, &c.

And in consideration of the residue of the purchase money.

(1) If it be preferred that the vendor should assign his interest by a separate witnessing part of the deed, see No. LXXVI. p. 296.

Separate witness.

PURCHASES. LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

full of the said purchase money or sum of £ at the same time well and truly paid by the said (*purchaser*) to him the said (*vendor*), the payment of which said sums of £ and £ at and by such request and direction as aforesaid, and the receipt of which said sum of £ and that the said several sums making together the sum of £ are in full for the absolute purchase of the messuages or tenements, and premises hereinbefore, and in the said indenture of lease described, and hereby assigned, or intended so to be, for the now residue of the said term of years, discharged of the said principal sum of £ and interest, and of the said annuity or yearly sum of £ and of all claims and demands in respect thereof, the said (*vendor*) doth hereby acknowledge, and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said messuages or tenements, and premises by these presents, HE the said (*vendor*) HATH bargained, sold, assigned, transferred, set over, ratified, and confirmed, and by these presents DOTH bargain, sell, assign, transfer, set over, ratify and confirm (1), unto the said (*pur-*

The vendor assigns and confirms.

Conciseness.

(1) If conciseness be particularly required, the annuitant's trustee may here join in the assignment, and the further witness, *post*, p. 255, be omitted; in which case, say,

"And also for and in consideration of the further sum of 5*s*. of such lawful money as aforesaid, at the same time in

PURCHASES: LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

chaser) his executors, administrators, and assigns, ALL that messuage or tenement, &c. and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease, of the day of and so assigned to the said (*mortgagee*) by the said in part recited indenture of assignment by way of mortgage, of the day of as hereinbefore is mentioned; with all and singular the rights, privileges, easements, advantages, and appurtenances to the same premises belonging, or therewith usually or now occupied or enjoyed; and also the said in part recited indentures of lease and assignment, and all mesne assignments and underleases, if any thereof, and all other deeds, evidences, and writings now in the custody or lawful power of the said (*mortgagee*) and (*vendor*) or either of them, in any way relating to the said premises, or any part thereof, [and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agreements in the said indenture of lease contained, which on the part of the lessor or landlord of the said premises

---

hand paid by the purchaser to the said (*annuitant's trustee*) the receipt whereof is hereby acknowledged, HE the said (*annuitant's trustee*) at and by the request and direction of the said (*annuitant*) and (*vendor*), testified by their severally being parties to and executing these presents, HATH bargained, sold, &c."

PURCHASES. LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

are to be performed or observed]. AND all the estate, right, title, interest, trust, term of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity of them the said (*mortgagee*) and (*vendor*) respectively, of, in, and to the same premises, and every or any part or parcel thereof, by force or virtue of the said in part recited indentures of lease and of assignment by way of mortgage, or either of them, [or otherwise howsoever]. TO HAVE AND TO HOLD the said messuages or tenements, and all and singular other the premises hereby assigned, or otherwise assured or intended so to be, and every part or parcel of the same, with their and every of their respective rights, members, privileges, easements, and appurtenances, unto, and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period of years, in or by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion and computation of time, and in such and the same, or the like manner, and as beneficially to all intents and purposes as he the said (*vendor*) at or immediately before the sealing and delivery of these presents, holds or held the same, and as if the name of the said (*purchaser*) had been inserted in the said in part recited indenture of lease, instead of the name of him the said (*vendor*) and that wholly and absolutely freed, exonerated, and discharged, of and from the said sum of £ and all interest and other monies

To HOLD to the purchaser for the residue of the term, &c.

PURCHASES.

LEASEHOLDS.

Lessee, Mortgagee, and Annuitant.

whatsoever, now or heretofore due for or in respect thereof, and of and from all other liens, charges, claims, and demands whatsoever, as well legal as equitable, of him the said (*mortgagee*) his heirs, executors, administrators, or assigns, upon or concerning the same respectively, or otherwise, by reason of the said in part recited mortgage. BUT subject nevertheless to the payment of the rent in or by the said hereinbefore in part recited indenture of lease of the day of reserved, and to the observance and performance of the several covenants, provisoes, conditions, clauses, and agreements, in or by the same indenture, on the part of the said (*vendor*) his executors, administrators, or assigns, to be observed or performed. AND (1) the said (*mortgagee*) for himself, &c. (*Add covenant by mortgagee that he has not incumbered* (2)). AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the sum of £ of such lawful and current money as hereinbefore is mentioned, in hand well and truly paid by the said (*purchaser*) to the said (*annuitant*) at or immediately before the sealing and delivering of these presents, at the request and by the direction of the said (*vendor*) testified as aforesaid,

Subject to the rents and covenants in the lease.

FURTHER WITNESS. In consideration, &c.

(1) If for brevity sake the annuitant's trustee is made to assign the premises in conjunction with the mortgagee, see *ante*, Vol. I. No. XXVII. p. 405, n. (1), he may also join with the mortgagee in the covenant of not having incumbered. Brevity.

(2) See *ante*, p. 225.

PURCHASES. LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

in full for the repurchase of the said annuity or yearly sum of £ so granted or secured to the said (*annuitant*) in or by the said in part recited indenture of the day of as aforesaid, the receipt whereof, and that the same is so in full for the repurchase of the said annuity, the said (*annuitant*) doth hereby acknowledge, and of and from the same, and every part thereof, doth by these presents acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said (*vendor*) his heirs, executors, administrators, and assigns, and likewise the premises charged with the payment of the same, he the said (*annuitant*) HATH bargained, sold, assigned, released, and quit-claimed, and by these presents DOTH bargain, sell, assign, release, and quit-claim, unto the said (*purchaser*) his executors, administrators, and assigns, ALL that the said annuity or yearly sum of £ so granted or secured, to him the said (*annuitant*) and charged upon and issuable out of the said messuages or tenements, and premises by the said hereinbefore in part recited indenture of the day of as aforesaid, and all arrears thereof, and all powers and remedies whatsoever for compelling and enforcing the payment thereof, and all actions, suits, causes of action and suit, bonds, judgments, warrants of attorney, executions, claims and demands whatsoever, for or on account or in respect of the said annuity or yearly sum of £ or of any instrument or security made, entered into, or given for or concerning

Annuitant releases the annuity.

the same, and all the estate, right, title, interest, benefit, claim, and demand whatsoever, as well legal as equitable of him the said (*annuitant*) in, to, or out of the same, to the intent that the said annuity or annual sum may be utterly extinguished and annihilated. AND the said (*annuitant*) doth for himself, his heirs, executors, and administrators, covenant, declare, and agree, with and to the said (*purchaser*) his executors, administrators, and assigns, by these presents, that he the said (*annuitant*) hath not at any time heretofore made, done, committed, or knowingly suffered or omitted, nor been party or privy to any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof he is become or can or may be rendered incapable of, or prevented from extinguishing the said annuity or yearly rent-charge of £ or releasing the said (*vendor*) and (*purchaser*) respectively, and their respective heirs, executors, administrators, and assigns, and the said premises of and from the same, in the manner hereinbefore expressed, and according to the true intent and meaning of these presents. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and in consideration of the sum of five shillings to the said (*annuitant's trustee*) in hand paid by the said (*purchaser*) at the time of the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged), HE the said (*annuitant's trustee*) at and by the request and direction of the said (*annuitant*) and (*vendor*) testified by their severally being parties hereto, HATH

Covenant by annuitant that he has power to release.

FURTHER WITNESS: Assignment by annuitant's trustee.

PURCHASES. LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*) his executors, administrators, and assigns, ALL and singular the said messuage or tenement, and other the premises hereinbefore bargained, sold, and assigned, or assured or intended so to be, with their respective appurtenances, as the same are or were in or by the said in part recited indenture of assignment, of the day of assigned to him as aforesaid, or mentioned or intended so to be, and all the estate, right, title, interest, property, term of years now to come and unexpired, claim and demand whatsoever of him the said (*annuitant's trustee*) of, in and to the said premises, and every or any part or parcel thereof.

To hold to the purchaser for the residue of the term.

TO HAVE AND TO HOLD the said messuages, or tenements, and all and singular other the premises hereby bargained, sold, and assigned, and mentioned or intended so to be, and every part and parcel thereof, unto the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of or in the said term of years in and by the said in part recited indenture of lease thereof granted as aforesaid, which is now to come and unexpired. AND the said (*annuitant's trustee*) for himself, &c. (*Add covenant by trustee that he has not incumbered* (1), *and covenant by vendor that lease is valid, &c.* (2)). AND that for

(1) See *ante*, p. 244. (2) See *ante*, p. 129.

PURCHASES.

LEASEHOLDS.

Lessee, Mortgagee, and Annuitant.

and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said (*mortgagee*) (*vendor, annuitant and trustee*) have in themselves, or one of them hath in himself, full and absolute right, title, and authority to grant, bargain, sell, assign, transfer, and assure the said messuages or tenements, and all and singular other the premises hereinbefore assigned, or expressed or intended so to be, and every part and parcel thereof, with their respective rights, members, easements, and appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, for and during all the residue and remainder which is now to come and unexpired by effluxion and computation of time of and in the said term or period of years, so granted as aforesaid, in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may, immediately upon the execution of these presents, and from time to time and at all times hereafter, during the residue or remainder of the said term of years, in or by the said recited indenture of lease granted, which is yet to come and unexpired by effluxion of time, peaceably and quietly enter into and upon, and have, hold, use, occupy, possess, and enjoy the said messuages or tenements, and all and singular the premises hereby granted and assigned, or mentioned or intended so to be, with their and every of their rights, members, and appurtenances,

That he, mortgagee or annuitant, have right to assign.

That the purchaser shall quietly enjoy.

PURCHASES. LEASEHOLDS. *Lessee, Mortgagee, and Annuitant.*

and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit, without any action, suit, eviction, disturbance, or interruption, by or from the said (*vendor*) (*mortgagee*) (*annuitant*) and (*trustee*) or any or either of them, or the executors, administrators, or assigns of either of them, or by or from any person or persons whomsoever now or hereafter rightfully claiming or possessing, either at law or in equity, any estate, right, title, charge or interest, from, through, under, or in trust for them, or any or either of them, [other than persons claiming or entitled under or by virtue of any leases, or agreements for leases, of which counterparts have been produced unto the said (*purchaser*) his counsel or solicitor, at or before the sealing and delivery of these presents, as to and in respect of their several estates and interests, under or by virtue of the same]. AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise by and at the expense of the said (*vendor*) his executors or administrators, well and effectually protected, kept harmless, and indemnified of, from, and against all former and other assignments, [gifts, grants, bargains and sales, mortgages, wills, conveyances, assurances, rents, arrears of rent and taxes, forfeitures, re-entry, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and of, from and against all other] estates, titles, interests, charges, and incumbrances whatsoever, which at any time

PURCHASES.

LEASEHOLDS.

Lessee, Mortgagee, and Annuitant.

heretofore have been created, committed, executed, occasioned, or suffered by the said (*vendor*) or (*mortgagee*) (*annuitant*) or (*trustee*) or any or either of them, or which at any time hereafter shall or may be created, committed, executed, occasioned or suffered by them, or either of them, their, or his executors, or administrators, or other person or persons, now or hereafter rightfully claiming or possessing any legal or equitable estate, right, charge, or interest, from, through, under, or in trust for them, or any or either of them, or by or through their or any of their acts, means, privity, consent, or procurement, (save only such rents, covenants, provisoes and agreements as hereinbefore are mentioned.) AND further, that he the said (*vendor*), &c. (*Add covenant by vendor for further assurance* (1), *and by purchaser to pay and perform rent and taxes* (2)). IN WITNESS, &c. (3).

---

(1) See *ante*, p. 146.

(2) See *ante*, p. 149.

(3) If fixtures, furniture, &c. be also assigned, see variations subjoined to No. LXX. *ante*, p. 155.

If a policy of assurance be assigned, see *ibid.* p. 180.

If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered to him, add a covenant from the vendor for its production, as *ante*, p. 160. (C).

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

No. LXXIX.

Assignment of Leasehold Premises by two Joint-tenants *or* Tenants in common *to a Purchaser.*

Variations *as in margin below* (1).

THIS INDENTURE of two parts, made the day of (2), [in the year of the reign, &c. and] in the year of our Lord

Parties. BETWEEN (*the vendors*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part.

Recital of assignment of lease. WHEREAS, &c. AND WHEREAS by divers mesne assignments and other acts in the law, and particularly by a certain indenture of assignment, bearing date the day of in the year , and made between A. B. of the one part, and (*the testator*) of the other part, the messuages or tenements and other the premises comprised in and demised by the said indenture of lease, were assigned to and became

---

(1) See also the notes and variations to Vol. II. No. LXX. p. 128, *et seq.*

Brevity. (2) If brevity be particularly desired, the words within brackets may be omitted throughout the precedent.

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

vested in the said (*testator*) for all the then residue of the said term of years, subject to the rents, covenants, and agreements on the tenant, lessee, or assignee's part, to be paid, observed, and performed, for or in respect of the same premises. AND WHEREAS the said (*testator*) by his last will and testament in writing, bearing date the day of in the year , gave and bequeathed the said messuages or tenements, and other the premises hereby assigned, or mentioned or intended so to be with their respective appurtenances, unto the said (*vendors*) their executors, administrators, and assigns, as joint-tenants, (*or as the case may be*). AND WHEREAS the said (*testator*) soon after departed this life without revoking or altering his said will, which soon after his decease was duly proved in the prerogative court of the Archbishop of Canterbury, by the executors therein named. AND WHEREAS the said (*purchaser*) hath contracted (1) with the (*vendors*) for the absolute purchase of the said messuages or tenements, pieces or parcels of ground, comprised in the said indentures of lease and assignment respectively, for the now residue of the said term of years, by the said indenture of lease demised, (subject as aforesaid) at or for the price

Of will devising the premises to the vendors.

Contract for purchase.

---

(1) If the premises were sold by public auction, see *ante*, p. 132, n. (1). Auction.

If the sale were before a Master in Chancery or Deputy Remembrancer of the Court of Exchequer, see Vol. I. p. 188. Sale by order of court.

PURCHASES. LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

or sum of £ , and the same are now intended to be conveyed to him in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £

WITNESS, that in consideration of the purchase money.

of good and lawful money of that part of the United Kingdom of Great Britain and Ireland, called England (1), to the said (*vendors*) or one of them, by and with the privity and approbation of the other of them, testified by their respectively signing the receipt or acknowledgment for the same hereupon indorsed (2), in hand well and truly paid by the said (*purchaser*), at or immediately before the sealing and delivery of these

---

Consideration.

(1) If the consideration for the purchase be other than of money, vary this part of the draft agreeably to Vol. I. No. XVI. p. 165, n. (6).

Consideration money divided.

(2) Or the consideration money may be paid to each of the vendors according to their respective interests in the premises, it which case it may be expressed as follows:

"For and in consideration of the sum of £ of lawful money, &c. in hand well and truly paid to the said (*one of the vendors*) at or before the sealing and delivery of these presents, &c. as and for the absolute purchase of one full undivided moiety or half part (*or as the case may be*), (the whole into two equal parts being considered as divided), of and in the said lands and hereditaments, the receipt whereof, and that the same is in full, &c. (*as in the text*); and for and in consideration of the sum of £ of like lawful and current money, in hand at the same time well and truly paid to the said (*other vendor*) as or for the purchase of the other undivided moiety or half part (the whole being so considered as divided as aforesaid), of or in the same lands and hereditaments, the receipt whereof, &c."

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

presents (1), the receipt whereof in full for the purchase of the messuages, ground, and other the premises mentioned or intended to be hereby assigned or otherwise assured, the said (*vendors*) do and each of them doth hereby acknowledge, and thereof, and of and from every part thereof, do and each of them doth fully and absolutely acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said messuages and premises, by these presents, They the said (*vendors*) HAVE and each of them HATH bargained, sold, assigned, transferred, and set over, and by these presents, Do and each of them DOTH fully and absolutely bargain, sell, assign, transfer, set over, and confirm unto the said (*purchaser*) his executors, administrators, and assigns, ALL those the said several messuages or tenements, pieces or parcels of ground, (*or as the case may be*) and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease, of the day of , and so assigned and transferred to the said (*testator*) by the said in part recited indenture of assignment of the day of , as hereinbefore is mentioned, with all and every the rights, members, easements, privileges, advantages, and appurtenances to the

The vendors grant and assign.

(1) If the sale were by public auction, state the payment of the purchase money, as *ante*, p. 132, n. (1). Auction.

PURCHASES. LEASEHOLDS. *Joint-tenants, &c. to Purchaser.*

same premises belonging, or therewith or with any part thereof, now or usually holden, occupied, or enjoyed; TOGETHER with the said in part recited indentures of lease and of assignment, and all mesne assignment and underleases, if any, thereof, and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes and agreements therein contained, which on the part of the lessor or landlord, or any underlessee or underlessees of the said premises are to be performed or observed. AND all the estate, right, title, interest, term of years now to come and unexpired, property, claim, and demand whatsoever, of them the said (*vendors*) and of each of them, both at law and in equity, or otherwise howsoever, of, in, or to the said premises, and every or any part or parcel thereof, under or by virtue of the said indenture of lease, and the said in part recited will, or otherwise howsoever. To HAVE AND TO HOLD the messuages or tenements, and all and singular other the premises hereby assigned, or otherwise assured or intended so to be, and every part and parcel thereof, with their and every of their respective rights, members, privileges, easements, advantages, and appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period of years in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired, by effluxion and computation of time, and in such

To HOLD to the purchaser for the residue of the term.

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

and the same or the like manner, and as beneficially to all intents and purposes as the said (*vendors*) now or at or immediately before the sealing and delivery of these presents, does or did hold or enjoy the same. SUBJECT nevertheless to the payment of the yearly rent in and by the same indenture of lease reserved, or such part thereof as by the tenant or lessee of the said premises is or ought to be paid for or in respect thereof, from and after the day of now last past, and to the performance and observance of all and every the covenants, provisoes, and agreements therein contained, which on his or their part or behalf are or ought to be observed or performed, from and after the date of these presents. AND the said (*vendors*) for themselves (1) severally and respectively, and for their

Subject to the rents and covenants in the lease.

Covenant by the vendors that the lease is valid.

---

(1) If it be wished that each of the vendors should enter into separate covenants, they may be thus varied,

Several covenants.

"And each of them the said (*vendors*) severally and apart from the other of them, for himself, his heirs, executors, and administrators, as to and concerning the undivided moiety or half part so hereinbefore by him granted and released, or otherwise assured, or intended so to be."

Or,

"And the said (*one of the vendors*) for himself, his heirs, executors, and administrators, in respect of and so far as relates to or concerns his own undivided moiety or half part, of and in the lands and hereditaments hereinbefore granted and released; and the said (*other vendor*) for himself, his heirs, executors, and administrators, in respect of and so far

PURCHASES. LEASEHOLDS. *Joint-tenants, &c. to Purchaser.*

several and respective heirs, executors, and administrators, [but not the one for the other of them, or for the acts or deeds, or executors or administrators of the other of them, but each for himself only, and his own proper acts and deeds, executors and administrators], do and each of them doth covenant, promise, and declare with and to the said (*purchaser*), his executors, administrators, and assigns, by these presents, in manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever by them the said (*vendors*) (or either of them) each covenanting separately as aforesaid, at any time heretofore made, done, committed, executed, or knowingly occasioned, suffered, or omitted to the contrary, the said hereinbefore in part recited indentures of lease and assignment are and each of them is at the time of the sealing and delivery of these presents, good, valid, subsisting, and effectual, both at law and in equity; and that the same, and the term of years therein mentioned to be granted, are and each of them is in full effect, and in no wise forfeited, surrendered, assigned, determined, or become void or voidable, or otherwise prejudicially affected in any manner howsoever. [AND also that the rent in and by

That the rent and taxes are

---

as relates to and concerns his own undivided moiety or half part of and in the said lands and hereditaments (*and so on according to the number of the vendors*) and each and every of them doth covenant," &c. *as in the text.*

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

the said in part recited indenture of lease reserved, and all arrears thereof, and also the land and sewers tax payable in respect of the said premises, have been duly paid and satisfied up to the day of now last past. AND that all and every the covenants, provisoes, and agreements, by the same indenture required to be performed or observed by the tenant or occupier of the said premises in respect thereof, have been well and truly performed and observed up to the time of the sealing and delivery of these presents]. AND that for and notwithstanding any such act, deed, matter, or thing, each so covenanting separately as aforesaid, they the said (*vendors*) have in themselves, or one of them hath in himself, full and absolute right, title, and authority to grant, bargain, sell, assign, and confirm, all and singular the premises expressed or intended to be hereby assigned, with their and every of their appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, in the manner and form, and for the term or period aforesaid, and according to the true intent and meaning of these presents. AND further that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may, from time to time, and at all times hereafter, during the residue or remainder of the said term of years, in and by the said recited indenture of lease granted, which is yet to come and unexpired by effluxion of time, peaceably and quietly enter into and upon, and have, hold, use, occupy, possess, and

paid up to the last quarter day.

Covenants performed up to this time.

And that they have a right to assign.

That the purchaser shall quietly enjoy.

PURCHASES. LEASEHOLDS. *Joint-tenants, &c. to Purchaser.*

enjoy the same messuages or tenements, and all and singular other the premises hereby assigned, or mentioned or intended so to be, with their and every of their rights, members, and appurtenances, and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit, without any action, suit, eviction, hindrance, molestation, disturbance, or interruption whatsoever, of or by the said (*vendors*) or either of them, or the executors, administrators, or assigns of either of them, or any person or persons now or hereafter claiming or possessing either at law or in equity any estate, right, charge, or interest, in, to, out of, or upon the said premises, or any part thereof, by, from, under, or in trust for them, or any or either of them, or by or through their, or any or either of their acts, deeds, defaults, means, procurement, consent, or privity; [(other than any person or persons claiming or entitled under or by virtue of any leases or agreements for leases, of which counterparts have been produced unto the said (*purchaser*) his counsel or solicitor, at or before the sealing and delivery of these presents, so far as concerns their respective estates and interests under or by virtue of the same)]. AND that free and clear and clearly and absolutely acquitted, exonerated, and discharged, by and at the expense of the said (*vendors*) or of one of them, their or his executors or administrators, well and effectually protected, kept harmless, and indemnified, of, from, and against all former and other assignments, [gifts, grants,

Free from incumbrances.

mortgages, surrenders, conveyances, assurances, rents, taxes, arrears of rent and taxes, forfeitures, re-entries, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and of, from, and against all other] estates, rights, titles, trusts, interests, charges, and incumbrances whatsoever, which at any time heretofore have been, or which at any time hereafter shall or may be made, created, committed, executed, or knowingly occasioned or suffered by the said (*vendors*) or the said (*testator*) or any person or persons now or hereafter lawfully or equitably, or rightfully claiming or possessing any estate, right, charge, or interest, by, from, through, under, or in trust for them, or any or either of them, save and except the rent or rents in or by the said hereinbefore in part recited indenture of lease reserved or made payable from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be observed or performed during the now residue of the said term of years, [and save also and except such leases and agreements for leases as aforesaid, and the several estates or interests now subsisting under or by virtue of the same respectively]. AND moreover, that they the said (*vendors*) and each of them, their and each of their executors and administrators, and all and every person and persons now or at any time hereafter lawfully claiming or possessing any legal or equitable estate,

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

Covenant for further assurance.

PURCHASES. LEASEHOLDS. *Joint-tenants, &c. to Purchaser.*

right, title, trust, charge, or interest, in, to, out of, or upon the premises mentioned or intended to be hereby assigned, or any part thereof, [other than persons claiming or entitled under or by virtue of such leases or agreements for leases as aforesaid, so far as concerns their respective estates and interests under or by virtue of the same], shall and will from time to time, and at all times hereafter, during the remainder now to come and unexpired of the said term of years upon every reasonable request, and at the proper costs and expense of the said (*purchaser*) his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected], all and every such further and other lawful and reasonable acts, things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely, or satisfactorily conveying, assigning, confirming, and assuring all and singular the same messuages or tenements, and premises, with their respective appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, for all the residue or remainder which shall be then to come and unexpired of the said term of years, as by the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law (being of the degree of a barrister), shall be reasonably advised and required; [so that such further assurance or any of them, do not contain nor imply any further or more general covenants on the part

PURCHASES.

LEASEHOLDS.

Joint-tenants, &c. to Purchaser.

of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her, or them, and of his, her, or their executors and administrators, and so that no such person or persons shall be required to go from his, her, or their then place or respective places of abode, for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses]; which said acts, deeds, and assurances, shall (unless otherwise declared or expressed) be and enure in corroboration of these presents, and of the estate and interest hereby, or mentioned or intended to be hereby assigned or otherwise assured. AND in consideration of the premises, the said (*purchaser*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*vendors*) and each of them, their and his executors and administrators, that, &c. [*Add covenants by the purchaser to pay rent, &c. and indemnify vendor.*](1). IN WITNESS, &c.

Covenant by purchaser to pay rent, and perform covenants of the lease.

(1) See the form of these covenants, *ante*, No. LXX. p. 149, *et seq.*

*** As to the execution, attestation, &c. of the deed, see Vol. I. No. XVI. p. 184, *et seq.*; also *ante*, No. LXX. p. 152, *et seq.*

Attestation.

PURCHASES.

LEASEHOLDS.

Trustees for Sale to Purchaser.

No. LXXX.

An Assignment of Leasehold *Premises by* Trustees *for Sale* (*and* Lessee *or other owner of the Term*) *to a Purchaser.*

Variations *where the Vendors are* Devisees *in Trust to sell* (1).

THIS INDENTURE, of parts, made the day of [* in the year of the reign, &c.] and in the year of our Lord . BETWEEN (*the trustees*) (2) of, &c. (trustees for sale of the premises hereinafter described) of the first part, (*the lessee*) (3) of, &c. (the beneficial owner thereof) of

Parties.

Brevity. (1) See also notes and variations to Vol. II. No. XL. p. 204.

* Where brevity is particularly desired, the words within brackets may be omitted throughout the precedent.

Will. (2) If the sale be under a will, the person or persons beneficially interested in the premises or in the purchase money may be made parties in the place of the lessee, and see Vol. II. No. XL. p. 204, n. (1).

(3) The lessee is not to be considered a necessary party; see Vol. I. p. 204, n. (1).

PURCHASES.

LEASEHOLDS.

Trustees for Sale to Purchaser.

the second part, and the (*the purchaser*) of, &c. (who has become the purchaser of the said premises) of the third part. WHEREAS, &c. (1). AND WHEREAS by indenture of assignment (2), bearing date the day of , in the year of our Lord , and made or expressed to be made between the said (*lessee*) of the one part, and the said (*trustees*) of the other part, the said (*lessee*) for good considerations therein mentioned, assigned and assured unto the said (*trustees*), their executors, administrators, and assigns, ALL and singular the messuages, lands, tenements, and premises comprised in the said in part recited indenture of lease, for the remainder then to come of the said term of years, therein granted as aforesaid. But upon trust, nevertheless, that they the said *(trustees)* or the survivor of them, his executors, administrators, or assigns, or other the trustees who might be appointed by virtue of the proviso thereinafter contained, in that behalf, should and might, when and as they or he should think proper, absolutely sell and dispose of the said messuages and premises either together or in separate lots or parcels, and either by public sale or private

Recital of assignment to trustees.

---

(1) Recite here the lease granted to the lessee, as in No. LXX. p. 129, and assignment, if any, as *ibid.* p. 131, n. (1). Recitals.

(2) If the premises be sold under the trusts of a will instead of a deed, see recital, Vol. II. No. XL. p. 206. Vendors devisees.

PURCHASES. LEASEHOLDS. *Trustees for Sale to Purchaser.*

contract, at their or his discretion, and for any price or prices which to them or him should seem reasonable. AND should and might, and they were thereby fully authorised and empowered, to sign, seal, deliver, and execute, all proper and sufficient assignments, conveyances, and assurances, of all or any part of the said messuages or tenements, and premises to any purchaser or purchasers thereof. AND (1) it was thereby expressly declared that the receipts of the said *(trustees)* or of the survivor of them, his executors, administrators, or assigns, or of other the only acting trustees or trustee for the time being, for the purchase money, should be good and effectual discharges to any purchaser or purchasers, his, her, and their executors, administrators, and assigns, for such purchase money, or purchase monies, or for so much thereof, as in any such receipts should be expressed to be received. And that such purchaser or purchasers, his, her, or their executors, administrators, or assigns, should not afterwards be in any wise liable or obliged to see to the due application thereof, or be answerable or accountable for any loss, mis-application or non-application of the same or any part thereof. And that the said messuages or tenements, and premises when sold, should thenceforth be and re-

Sale under will.

(1) If the sale be made by executors in trust, this declaration need not be recited, the purchaser not being liable to see to the application of it on sale of leaseholds by executors.

PURCHASES.

LEASEHOLDS.

Trustees for Sale to Purchaser.

main to and for such purchaser or purchasers, and his, her, and their executors, administrators, and assigns, in such manner as in such assurance or other conveyance should be expressed, freed, and absolutely discharged from the said purchase money (1). AND WHEREAS the said *(trustees)* in pursuance and execution of the trusts vested in them, in or by the said in part recited indenture of assignment of the day of , [and with the privity and approbation of the said (*lessee* or *assignee*)] caused the messuages or tenements, and premises (or the messuages, tenements, and premises hereinafter particularly described, being part or parcel of the premises comprised in the said in part recited indenture of lease *(if the case be so)* to be put up to sale by public auction (2), on the day of last past, at which sale the said (*purchaser*) became [and was declared to be the highest bidder for the same, and] the purchaser thereof *(or if the case be so,* of so much and

Recital of sale by auction.

---

(1) If the sale is under a will, recite,

Will.

"And whereas the testator departed this life on or about the day of without revoking or altering his said will, leaving the said ( ) him surviving, and the same was soon after his decease duly proved by his executors therein named."

(2) If the sale were by private contract, see No. LXXI. p. 174; but it is better that sales by trustees or executors should be by public auction: see Vol. II. p. 209, n. (2).

Private contract.

PURCHASES. such parts thereof as hereinafter is or are herein-

LEASEHOLDS.

after particularly described), at the sum of £ and thereupon paid into the hands of the auctioneer, as the agent of the said (*vendor*), the sum of £ by way of deposit, and in part of the said purchase money, conformably to certain printed conditions of sale, there exhibited. AND WHEREAS the said (*purchaser*) is now desirous of completing his said purchase, and of having the said premises assigned to him for the remainder of the said term, [and for the greater satisfaction of the said *(purchaser)*, the said (*lessee*) has agreed to join in the assignment thereof in the manner hereinafter expressed.] NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ so already paid by the said *(purchaser)* by way of deposit, and in part of the said purchase money as aforesaid, and of the further sum of £ of lawful money (1) of that part of the United Kingdom of Great Britain and Ireland called England, other part, and in full of the said purchase money, in hand well and truly paid (2) by the said (*purchaser*)

Trustees for Sale to Purchaser.

WITNESS, in consideration of the purchase money.

Consideration transfer of stock.

(1) If the consideration for the purchase be other than money in the funds, see Vol. I. No. XVI. p. 165, n. (6), *et seq.*

Sale by order of court.

(2) If the estate be sold by the direction of the Court of Chancery, and the purchase money is to be paid into the Bank, or of the Court of Exchequer, and the money is to be paid to the

PURCHASES.
LEASEHOLDS.
Trustees for Sale to Purchaser.

to the said *(trustees)*, or one of them, by and with the consent and approbation of the other of them, at or immediately before the sealing and delivery of these presents, [with the privity and approbation of the said (*lessee*) testified by his being a party to and sealing and delivering these presents,] the payment of which said several sums of £ and £ making together the sum of £ in the manner aforesaid, and that the same is in full for the absolute purchase of the messuages or tenements, and premises hereby assigned, or otherwise assured or intended to be. They the said *(trustees)* do hereby respectively acknowledge, [and of and from the same and every part thereof do, and each of them doth acquit, release, exonerate, and for ever discharge, the said (*purchaser*), his executors, administrators, and assigns, and also the said messuages or tenements and premises, by these presents;] They the said (*trustees*) pursuant to and in execution of the trusts reposed in them, in or by the said hereinbefore in part recited indenture of assignment, [and of every or any other trust or authority in any wise enabling them in this behalf, and with and by the privity, full approbation and direction of the said (*lessee*) testified as aforesaid,] HAVE and

The trustees bargain, sell, and assign.

Deputy Remembrancer, see the variation subjoined to Vol. I. No. XVI. p. 188.

PURCHASES, LEASEHOLDS. *Trustees for Sale to Purchaser.*

each of them HATH bargained, sold, assigned, transferred, and set over, and by these presents DO and each of them DOTH bargain, sell, assign, transfer, and set over; [and for the considerations aforesaid, and in consideration of the sum of five shillings of like lawful and current money to the said (*lessee*) at the time aforesaid, in hand paid by the said (*purchaser*), the receipt whereof is hereby acknowledged, He the said (*lessee*) HATH granted, bargained, sold, assigned, transferred, ratified, and confirmed, and by these presents DOTH grant, bargain, sell, assign, transfer, ratify, and confirm] unto the said (*purchaser*), his executors, administrators, and assigns, ALL those messuages or tenements, &c. (1) being the [*or* part or parcel of the] messuages or tenements and premises, comprised in the said hereinbefore in part recited indenture of assignment, of the day of and being lot in the said printed particulars of sale mentioned. Together with all and every the rights, members, easements, advantages, appendages, and appurtenances, to the same messuages or tenements and premises belonging, or therewith or with any part thereof, now or usually occupied or enjoyed. AND all the estate, right, title, interest, profit, term and terms of years now to come and unexpired, trust,

And the owner grants and confirms.

Parcels.

Parcels. (1) If the whole of the premises comprised in the lease or assignment be sold to the same purchaser, see *ante*, p. 136.

property, possession, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever of them the said (*trustees*) {and (*lessee*)} and of each or any or either of them, of, in, to, or out of the same premises, and every part and parcel thereof, under or by virtue of the said indentures of lease and of assignment, or either of them, together with the said in part recited indentures of lease and of assignment, and all mesne assignments (1) [and underleases, or agreements for underleases, if any, thereof, and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agreements therein contained, which on the part of the lessor or landlord, or any underlessees or underlessee of the same premises, are to be performed or observed]. TO HAVE AND TO HOLD the said messuages or tenements, and all and singular other the premises, hereby assigned, or otherwise assured or intended so to be, with their and every of their respective rights, members, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder of the said term of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come

PURCHASES.

LEASEHOLDS.

Trustees for Sale to Purchaser.

TO HOLD to the purchaser for the residue of the term.

(1) If a small part only of the premises comprised in this lease or assignment are now assigned, instead of granting the lease and assignment say, Part sold.

"And true and attested copies of the said in part recited indentures of lease and assignment."

PURCHASES. LEASEHOLDS. *Trustees for Sale to Purchaser.*

and unexpired by effluxion and computation of time. SUBJECT nevertheless to the payment of the rent in or by the said in part recited indenture of lease reserved, and payable for or in respect thereof from and after the day of now last past; and to the performance and observance of all and every the covenants, provisoes, and agreements therein contained, which on his or their part or behalf are or ought to be performed or observed from the date of these presents. AND the said (*trustees*) for themselves severally and respectively (1), and for their several and respective heirs, executors, and administrators,

Subject to the rent and covenants in the lease.

Covenant that the trustees have not incumbered.

Several covenant by trustees.

(1) If the trustees wish to enter into several covenants, say,

"And the said (*one of the trustees*) DOTH hereby for himself, his heirs, executors, and administrators, covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that he the said (*trustee*) hath not at any time heretofore, either alone or together with the said (*other trustee*) made, done, executed, or knowingly occasioned, suffered, or omitted: And the said (*other trustee*) DOTH hereby for himself, his heirs, executors, and administrators, covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that he the said (*trustee*) hath not at any time heretofore, either alone or together with the said (*other trustee*) made, done, executed, or knowingly occasioned, suffered or omitted, any act, deed, &c." *as above.*

Or,

"And each of them the said trustees for himself, his heirs, executors, or administrators, by these presents, DOTH, &c." *as above.*

Premises charged with debts.

And if the premises be charged with debts, see Vol. II. No. XL. p. 219, n. (1).

PURCHASES.

LEASEHOLDS.

Trustees for Sale to Purchaser.

[and not the one for the other of them, or the heirs, executors, or administrators, or the acts, deeds, or defaults of the other of them, but each for himself only, and his own heirs, executors, and administrators, and his and their acts, deeds, and defaults respectively], do and each of them doth hereby covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that they the said (*trustees*) have not, nor hath either of them, (each covenanting severally and respectively as aforesaid), at any time or times heretofore, either together or separately, made, done, executed, or knowingly occasioned, suffered, or omitted, [nor caused or procured to be made, done, executed, suffered, or omitted, nor been parties or privies, or party or privy to] any act, deed, matter, or thing whatsoever, whereby or by means whereof the said messuages or tenements, and premises, hereinbefore assigned, or otherwise assured or intended so to be, or any part or parcel thereof, or their, or any or either of their appurtenances, or the estate or interest mentioned or intended to be by these presents assigned, or otherwise assured, or the said indenture of lease, or the term thereby granted, are, is, or can, or may be impeached, charged, incumbered, or prejudicially affected, in any manner howsoever, &c. AND the said (*lessee*) (1) for himself, [*Add covenant by the lessee*

(1) If the sale be under a will, any person who is beneficially interested in the premises for life, or entitled to the pur- Will.

PURCHASES. LEASEHOLDS. *Trustees for Sale to Purchaser.*

that the lease is valid] (1). And that for and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said (*trustees*) and (*lessee*) have in themselves, or one of them hath in himself full power, and lawful and absolute right, title, and authority to grant, bargain, sell, assign, transfer, set over, and confirm all and singular the premises expressed or intended to be hereby assigned, with their and every of their rights, members, and appurtenances unto the said (*purchaser*), his executors, administrators, and assigns, for and during all the residue or remainder which is now to come and unexpired, by computation of time of or in the said term of years, so thereof granted as aforesaid, in the manner aforesaid, and according to the true intent and meaning of these presents. And further that he the said (*purchaser*), his executors, administrators, and assigns, shall and lawfully may, immediately upon the execution of these presents, and from time to time, and at all times thereafter, for and during the residue or remainder, now to come of the said term [of years, in or by the said recited indenture of lease

That he and trustees have right to assign.

That the purchaser shall quietly enjoy.

---

chase money, may be substituted in the place of the lessee for the purpose of covenanting for the title, &c.

If the sale is by devisees or executors, the covenant for the title (unless by parties beneficially entitled to the purchase money), may be omitted, and see *ante*, Vol. II. p. 219, n. (1).

(1) See *ante*, p. 139, n. (1).

granted], peaceably and quietly enter into and upon, and have, hold, use, occupy, possess, and enjoy, the same messuages or tenements, and premises, with their and every of their rights, members, and appurtenances, and take, receive, and retain the rents, profits, and proceeds thereof, to and for his and their own use and benefit, without any action, suit, eviction, hindrance, disturbance, molestation, or interruption whatsoever, of or by the said (*trustees*) or (*lessee*) or any or either of them, [or their, or any or either of their executors or administrators], or any person or persons now or hereafter rightfully claiming or possessing, [either at law or in equity], any estate, right, title, charge, or interest, in, to, out of, or upon the said premises, or any part thereof, by, from, under, or in trust for him, them, or any or either of them, or by or through his, their, or any or either of their acts, deeds, defaults, means, procurement, consent or privity; [other than any person or persons claiming or entitled under or by virtue of any under leases or agreements for such, of which counterparts have been produced unto the said (*purchaser*), his counsel or solicitor, at or before the sealing and delivery of these presents, so far as concerns their respective estates and interests, under or by virtue of the same.] AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise by and at the expense of the said (*lessee*), his executors or administrators, well and effectually

PURCHASES; LEASEHOLDS. *Trustees for Sale to Purchaser.*

Free from incumbrances.

PURCHASES. LEASEHOLDS. *Trustees for Sale to Purchaser.*

defended, protected, and indemnified of and from all and all manner of former and other assignments [gifts, grants, bargains and sales, rents, taxes, arrears of rent and taxes, mortgages, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and of and from all other] estates, titles, trusts, interests, charges, liens, and incumbrances whatsoever, which at any time heretofore have been, or which at any time hereafter shall or may be created, executed, or knowingly occasioned or suffered by (1) the said (*trustees*) and (*lessee*) or any or either of them, their or either of their executors or administrators, or by any person or persons whomsoever, lawfully or equitably and rightfully claiming or possessing any estate, right, title, charge or interest, in, to, out of, or upon the same, by, from, under, or in trust for them, or any or either of them, or by or with their or any or either of their privity, consent, or procurement, (save only and except the rent or rents in and by the said hereinbefore in part recited indenture of lease reserved or made payable, from and after the day of last past, and the covenants and agreements therein contained,

---

Brevity.

(1) If it be wished that the draft be made as short as possible, instead of the lines within brackets, say,

"By any person or persons so claiming or to claim as last hereinbefore mentioned."

PURCHASES.
LEASEHOLDS.
Trustees for Sale to Purchaser.

which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed, during the now residue of the said term of years; [and save also and except such underleases or agreements for underleases as aforesaid, and the several estates or interests now subsisting under or by virtue of the same respectively.)] AND moreover, that he the said (*lessee*), his executors and administrators, and all and every person and persons whomsoever, now or hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, or interest, in, to, out of, upon, or respecting the said messuages or tenements, pieces or parcels of ground, and other the premises hereinbefore assigned, or mentioned or intended so to be, by, from, under, or in trust for him or them, [other than persons claiming and entitled under or by virtue of such underleases, or agreements for underleases as aforesaid, so far as concerns their respective estates and interests under or by virtue of the same,] shall and will, &c. [*Covenant for further assurance.*] And the said (*purchaser*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*trustees*) and (*lessee*) respectively, their and each of their executors, and administrators, that he the said (*purchaser*), his executors, administrators, or assigns, [or some or one of them], shall and will from time to time, and at all times hereafter,

Further assurance.

PURCHASES. LEASEHOLDS. *Trustees for Sale to Purchaser.*

during the residue or remainder of the said term of years hereby assigned, now to come and unexpired, or during so long thereof as he and they shall or may lawfully and peaceably hold and enjoy the premises hereby assigned, by virtue, and according to the true intent and meaning of these presents, from and against the said (*trustees*) and *(lessee)* and every of them, and all persons claiming from or under them, or any or either of them, well and truly pay or cause to be paid the said yearly rent of £ at such times and in such manner as the same, in and by the said in part recited indenture of lease is reserved and made payable, and henceforth to become due, together with all taxes incident to and chargeable upon the said premises, or the lessee or tenant in respect thereof, and also well and truly observe and perform the covenants, provisoes, and agreements, in the same indenture of lease contained, which on the tenant's or lessee's part or behalf from henceforth are or ought to be observed and performed respectively. And shall and will save, defend, keep harmless and indemnified, the said (*trustees*) and (*lessee*) and each of them, their, and each of their executors and administrators, and his and their lands, tenements, goods, chattels, and effects, of, from, and against the same, and all costs, charges, suits, damages, and expenses whatsoever, which they, or any or either of them, shall or may pay, bear, or sustain for or by reason or on account of the non-payment,

observance, or non-performance thereof, or of any or either of them respectively (1). IN WITNESS, &c.

PURCHASES.

LEASEHOLDS.

Trustees for Sale to Purchaser.

(1) If fixtures, a policy of insurance, &c. are intended to be assigned to the purchaser, see variations subjoined to No. LXX. p. 155, *et seq.* (A), and (B).

If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered to him, add a covenant by the vendor for the production of it, as in No. LXX. p. 160, (C). Production of lease.

And where the lease is delivered to him as the purchaser of the largest lot (the sale being by auction), and he is to covenant with the smallest purchaser for its production, see WILDE's SUP. Vol. I. No. LXXII. Title deeds.

See also other variations, *ante*, p. 162, *et seq.*

PURCHASES.

LEASEHOLDS.

Trustees and Mortgagee.

No. LXXXI.

An Assignment of Leasehold Premises by Trustees *for Sale, and a* Mortgagee *to a Purchaser.*

Variations, *as in margin below* (1).

Parties.

Recitals.

THIS INDENTURE, made the day of , in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the mortgagee*) (2) of, &c. (a mortgagee of the premises hereinafter described), of the first part, (*the trustees*) of, &c. (trustees for sale of the said premises) of the second part, (*the lessee*) of, &c. (the beneficial owner thereof) of the third part, and (*the purchaser*), of, &c. (who hath become a purchaser of the said premises) of the fourth part. WHEREAS, &c. (3). AND WHEREAS there is now due to the

---

Variations. (1) See also notes and variations to Vol. II. No. XLII. p. 248.

Representatives of mortgagee. (2) If the mortgagee be dead, and the assignment is by his representatives, see *ante*, Vol. II. No. XXXVI. p. 120, n. (2), p. 122, n. (1), p. 124, n. (2).

Recitals. (3) Recite here the lease granted to the lessee, as in No. LXX. p. 129. The assignment by way of mortgage, and default in payment, as in No. LXXV. p. 208. The assignment to the trustees, as *ante*, p. 275. And the sale by auction, as in the same precedent, p. 278.

said (*mortgagee*) for principal and interest on his said in part recited mortgage, the sum of £ which he has agreed to accept in full satisfaction thereof, and to execute such assignment of the said premises as hereinafter is contained, and for the greater satisfaction of the said (*purchaser*) the said (*lessee*) has also agreed to join in the said assignment in the manner hereinafter expressed. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ so paid by the said (*purchaser*) to the said auctioneer at the time of the said sale (1), by way of deposit, and in part of the said purchase money as aforesaid; and also for and in consideration of the further sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England (2), other part of the said purchase money to the said (*mortgagee*) in hand (3) well and truly paid by the said (*purchaser*), at or immediately before the sealing and delivery of these presents, with the privity and by the direction and appointment of the said (*trustees*) and (*lessee*)

PURCHASES.

LEASEHOLDS.

Trustees and Mortgagee.

WITNESS, that in consideration of the money due in mortgage.

(1) If the sale be by private contract, set forth the payment of the consideration money, as *ante*, p. 263. Private contract.

(2) If the consideration be other than money paid down, vary this part of the draft agreeably to Vol. I. p. 167, *et seq.* Consideration.

(3) If the estate be sold by the direction of the Court of Chancery, and the purchase money is to be paid into the Bank, or of the Court of Exchequer, and the money is to be paid to the Deputy Remembrancer, see the variation subjoined to Vol. I. p. 188. Sale by order of court.

PURCHASES. LEASEHOLDS. *Trustees and Mortgagee.*

respectively, testified by their severally being parties to and sealing and delivering these presents, the receipt of which said sum of £ and that the same is in full payment and satisfaction of all principal, interest, and other monies due upon or in respect of the said hereinbefore in part recited mortgage, the said (*mortgagee*) doth hereby acknowledge, and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) and the said (*lessee*) and each of them, and their respective heirs, executors, administrators, and assigns, and also the said mortgaged premises, [as well by these presents as by the receipt for the same sum hereupon indorsed], He the said (*mortgagee*) at the request and by the direction and appointment of the said (*trustees*) and (*lessee*) respectively testified in the manner aforesaid, HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, AND for and in consideration (1) of the further sum of £ of like lawful and current money aforesaid, being the residue of the said purchase money to the said (*trustees*) in hand well and truly paid by the said (*purchaser*) at the time of the sealing and delivery of these presents, with the privity and approbation of the said (*mortgagee*) and (*lessee*) respectively, testified in the manner

The mortgagee assigns.

And in consideration of the residue of the purchase money.

Separate witness.

(1) If it be preferred that the trustees should assign their interest by a separate witness, see No. LXXX. p. 278.

PURCHASES.
LEASEHOLDS.
Trustees and Mortgagee.

aforesaid, the receipt whereof, and that the same sum together with the said two several sums of £ and £ so already paid as aforesaid, and making in the whole the sum of £ are in full for the absolute purchase of the messuages or tenements, and premises hereinbefore assigned, or mentioned or intended so to be, they the said (*trustees*) do hereby acknowledge, and of and from the same sums respectively do and each of them doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said premises, by these presents, They the said (*trustees*) in pursuance and execution of the trusts reposed in them, in or by the said hereinbefore last in part recited indenture, and with and by the privity, full approbation and direction of the said (*mortgagee*) and (*lessee*) respectively testified as aforesaid, HAVE and each of them HATH bargained, sold, assigned, transferred, and set over, and by these presents Do and each of them DOTH bargain, sell, assign, transfer, and set over, [And for the considerations aforesaid, and in consideration of the sum of ten shillings of like lawful and current money to the said (*lessee*) in hand paid by the said (*purchaser*) the receipt whereof is hereby acknowledged], He the said (*lessee*) HATH granted, bargained, sold, assigned, ratified, and confirmed, and by these presents DOTH grant, bargain, sell, assign, ratify, and confirm unto the said (*purchaser*) his executors, administrators, and

The trustees assign.

The lessee grants and confirms.

PURCHASES. LEASEHOLDS. *Trustees and Mortgagee.* Parcels.

assigns, ALL those the said several messuages (1) or tenements, pieces or parcels of ground, and all and singular other the premises comprised in and expressed to be demised and assigned by the said hereinbefore in part recited indentures of lease and assignment, of the day of , and day of respectively, [being part or parcel of the messuages or tenements, lands and hereditaments, comprised in the hereinbefore last recited indenture of the day of , and being lot No. in the aforesaid printed particulars of sale mentioned, *or as the case may be*], with all and every the rights, members, easements, privileges, advantages, and appurtenances, to the same premises belonging, or therewith, or with any part thereof, now or usually occupied or enjoyed; AND all the estate, right, title, interest, trust, term and terms for years, property, possession, claim and demand whatsoever, both legal and equitable, of them the said (*mortgagee*) (*trustees*) and (*lessee*) respectively, and of each and every of them, in, to, out of, upon, or respecting the same premises, or any of them, together also with the said several in part recited indentures of lease and assignment, of the day of and day of , and all mesne assignments and underleases, if any, thereof, [and all benefit and advantages of the same respectively, and of all

Part sold.

(1) If a part only of the premises are sold, see *ante*, Vol. II. No. XXXVI. p. 124, n. (2).

PURCHASES.

LEASEHOLDS.

Trustees and Mortgagee.

and every the covenants, clauses, provisoes, and agreements therein contained, which on the part of the lessor or landlord, or any underlessee or underlessees of the same premises, are to be performed or observed] and a true and attested copy of the said in part recited indenture of assignment, of the day of , to be made and delivered at the costs and expense of them the said (*trustees*) or of the said trust estate. TO HAVE AND TO HOLD the messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby bargained, sold, and assigned, or otherwise assured or intended so to be, and every part and parcel of the same, with their and every of their respective rights, members, and appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder which is now to come or unexpired by effluxion and computation of time of or in the said term of years, in and by the said in part recited indenture of lease granted, or mentioned or intended so to be as aforesaid, free and clear of and from the said in part recited mortgage, and all sums of money now or heretofore payable by reason thereof, and all other charges, liens, and incumbrances whatsoever. BUT subject nevertheless to the payment of the yearly rent by the said indenture of lease reserved, or such part thereof, as by the tenant or lessee of the said premises hereby assigned, is or ought to be paid for or in respect thereof from and after the day of last past, and

To hold to the purchaser for the residue of the term.

Subject to the rents and covenants in the lease.

PURCHASES. LEASEHOLDS. *Trustees and Mortgagee.*

to the performance and observance of the several covenants, provisoes, and agreements therein contained, which on his or their part or behalf, are or ought to be performed and observed from and after the date of these presents (1). AND the said (*mortgagee*) for himself, &c. *(Add covenant by mortgagee that he has not incumbered)* (2). AND the said (*trustees*) for themselves, &c. *(Add covenant by trustees that they have not incumbered)* (3). AND the said (*lessee*) for himself, &c. *(Add covenant by the lessee that the lease is valid)* (4). AND that for and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said (*mortgagee, trustees,* and *lessee*), or some of them, have in themselves, or one of them hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, assign, transfer, set over, and confirm the said messuages or tenements, all and singular other the premises hereinbefore assigned, or expressed or intended so to be, with their and every of their appurtenances unto the said (*purchaser*) his executors, administrators, and assigns, in the manner and form aforesaid, and according to the true intent and

Covenant that the assignors have right to assign.

Brevity.

(1) If it be wished that the deed should be curtailed as much as possible, the mortgagee may be made to join with the trustees in the covenant that they have not incumbered, by introducing his name before those of the trustees throughout the covenant.

(2) See *ante*, p. 225.

(3) See p. 282.

(4) See *ante*, p. 228.

meaning of these presents. AND that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may from time to time, and at all times hereafter, for and during all the residue or remainder of the said term of years, in and by the said recited indenture of lease granted, yet to come and unexpired by effluxion of time, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the premises hereby assigned, or otherwise assured or intended so to be, and every part and parcel thereof, with their and every of their rights, privileges, easements, and appurtenances, and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit, without any action, suit, eviction, disturbance, or interruption whatsoever of or by them the said (*mortgagee, trustees*, and *lessee*), or any or either of them, or any person or persons, now or hereafter lawfully or rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, by, from, through, under, or in trust for him, them, or any or either of them. AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*lessee*) his executors or administrators, effectually defended, protected, kept harmless, and indemnified of, from, and against all former and other [grants, bargains and sales, rents, taxes, arrears of rent and taxes, assignments, mortgages, sum and sums

PURCHASES.

LEASEHOLDS.

Trustees and Mortgagee.

That the purchaser shall quietly enjoy.

Free from incumbrances.

PURCHASES. LEASEHOLDS. *Trustees and Mortgagee.*

of money, surrenders, forfeitures, re-entries, cause and causes of forfeitures and re-entry, judgments, executions, extents, statutes, recognizances, and all and singular other] estates, titles, trusts, interests, charges, liens, and incumbrances whatsoever, now or hereafter made or to be made, done, executed, or knowingly occasioned or suffered by the said (*mortgagee, trustees,* or *lessee*) or any or either of them, their or any or either of their executors or administrators, or any person or persons now or hereafter rightfully claiming or possessing any estate, right, title, or interest, at law or in equity, from, through, under, or in trust for them, or any or either of them, (the rent or rents in or by the said in part recited indenture of lease reserved, and payable from and after the said - day of last, and the covenants and agreements on the lessee's or tenant's part be performed and observed in respect of the said premises from henceforth during the residue of the said term, only excepted. AND moreover, that he the said (*lessee*), &c. (*Add covenant by lessee for further assurance*). AND in consideration of the assignment and premises aforesaid the said (*purchaser*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, with and to the said (*mortgagee, trustees,* and *lessee*), and with and to each of them, their and each of their executors and administrators, that he the said (*purchaser*) his executors, administrators, or assigns, shall and will from time to

Covenant by purchaser to pay rent and perform covenants in the lease.

PURCHASES.
LEASEHOLDS.
Trustees and Mortgagee.

time, and at all times hereafter, during the residue of the said term or period of years, now to come and unexpired (or during such part thereof as he or they shall or may lawfully and peaceably hold and enjoy the same, by virtue of these presents or otherwise, from and against the said (*trustees, mortgagee*, and *lessee*), and every of them, and all persons rightfully claiming from or under them, or any or either of them, according to the true intent and meaning of these presents) well and truly pay the said yearly rent of £ from henceforth to become due, at such times and in such manner as the same is in or by the said in part recited indenture of lease reserved or made payable, together with all taxes incident to and chargeable upon the said premises, or the lessee in respect thereof, and perform and observe all and every the covenants, provisoes, and agreements, in the same indenture of lease contained, which on the part of the tenant or occupier of the said premises, from henceforth are or ought to be observed or performed for or in respect of the same; AND also shall and will save, defend, protect, keep harmless, and indemnified, the said (*trustees, mortgagee*, and *lessee*) and each of them, their and each of their executors, and administrators, of, from, and against all costs, charges, actions, suits, damages, and expenses whatsoever, which he, they, or any or either of them, shall or may pay, bear, or sustain, for or by reason or on account of the non-payment, non-observance or

PURCHASES. non-performance of the same respectively, or of any of them (1). IN WITNESS, &c.

LEASEHOLDS.

Trustees and Mortgagee.

Production of lease.

(1) If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered to him, add a covenant from the vendor for the production of it, as in No. LXX. (C). p. 160.

And where the lease is delivered to him, as the purchaser of the largest lot (the sale being by auction) and he is to covenant with the smallest purchasers for its production, see such covenant, INDEX, *voce* DEEDS; and WILDE's SUP. Vol. I. No. LXXII.

Fixtures, &c.

If fixtures, &c. are included in the purchase, add variations subjoined to No. LXX. marked with the letter (A). p. 155.

Policy of insurance.

If a policy of assurance is assigned, such assignment may be added, as *ibid.* p. 158, (B).

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt.

No. LXXXII.

An Assignment of Leasehold Premises by Assignees *of a Bankrupt to a Purchaser.*

Variations *as in margin below* (1).

THIS INDENTURE, of three parts, made the day of , [(2) in the year of the reign, &c. and] in the year of our Lord . BETWEEN (*the assignees of the bankrupt*) of, &c. assignees of the estate and effects of (*the bankrupt*) of, &c. of the first part, the said (*bankrupt*) (3) of the second part, Parties.

---

(1) See also notes and variations subjoined to No. XLV. Vol. II. p. 290, *et seq.*

If the bankrupt was entitled to a moiety or other undivided share only of the premises, see *ante*, No. LXXIV. p. 197. Moiety, &c.

(2) If brevity be particularly desired, the parts within brackets may be omitted throughout the precedent. Brevity.

(3) It has been mentioned in a former note (see Vol. II. p. 291, n. (1)), that a bankrupt is generally required (although not compellable) to become a party to the conveyance of property vested in his assignees, in order to guard against the possibility of a title still remaining in him: but where there is a clause of forfeiture by the lessee on his assigning without licence, and such licence has not been obtained, this practice may be dan- Bankrupt party.

PURCHASES. and (*the purchaser*) of, &c. of the third part. WHEREAS, &c. (1). AND WHEREAS a com-

LEASEHOLDS.

Assignees of Bankrupt.

gerous. For although an act of bankruptcy, or an assignment by the commissioners, &c. is not a forfeiture under such a clause, see Doe dem. Cheere *v.* Smith, 5 Taunt. 795, (unless expressly so provided), yet should the lease have failed by any means to have actually vested in the commissioners, (as by no act of bankruptcy having been committed, or the like) or a defect in the bargain and sale by the commissioners, Carleton *v.* Leighton, 3 Mer. App. 667, the consequence of making the bankrupt an assigning party, would be, that the interest would pass from him by his own voluntary act, and not from the assignees, and would occasion a forfeiture. Where therefore there exists the least doubt of the validity of the proceedings under the commission, the bankrupt should either not be made a party, or should be made so for the purpose of assenting only to the assignment, and not of confirming it.

Recitals.

(1) Recite the lease as in No. LXX. p. 129, and the assignment, if any, as *ante*, p. 131.

Assignees may sell without lessor's consent.

The assignees may sell the lease without the consent of the lessor, although the bankrupt may have covenanted not to do so, Doe *v.* Bevan, 3 Rose, p. 456; 3 Maule and Selwyn, 353; Weatheral *v.* Geering, 12 Ves. 512; *Ex parte* Sherman, 1 Buck, 462; and where the lease is of land, and a tenant is entitled to have the off going crop at the expiration or other sooner determination of the lease, such determination, if occasioned by the bankruptcy of the lessee under a proviso for that purpose, *Ex parte* Whittington, 1 Buck, 87; or by the assignees in pursuance of 49 Geo. III. c. 21, *Ex parte* Maundrell, 2 Mod. 315; *Ex parte* Nixon, 1 Rose, 446; *Ex parte* Scott, *ib.* n. (a); or by an order of the Chancellor, *Ex parte* Gough, 1 Buck, 83, 85, falls within the construction, and the assignees will be precisely in the same situation as the tenant would have been if the lease had expired by effluxion of time.

Assignees entitled to the way going crop.

General assignment by commissioners does not necessarily pass a lease.

But the general assignment of the bankrupt's personal estate under his commission, does not vest a term of years in the assignees, unless they do some act to manifest their assent to the assignment as it regards the term, and their acceptance of the

Assignees of Bankrupt.

mission of bankrupt under the great seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster, on or about the day of , in the year of our Lord , was awarded and issued against the said (*bankrupt*) and he was thereupon found and declared a bankrupt, and the said (*assignees*) were on or about the day of , duly named and chosen assignees of his estate and effects. AND WHEREAS by an indenture, bearing date the day of now last past, and made or expressed to be made between, &c. (being three of the commissioners in the said commission named) of the one part, and the said (*assignees*) of the other part; The said commissioners for the considerations therein mentioned,

Recital of commission of bankrupt, &c.

---

estate, rents, &c.; and therefore until some act of this sort is done by them the term still remains in the bankrupt, and he is liable to the payment of the rent accruing due subsequent to the bankruptcy. Copeland *v.* Stephens, 1 Barn. and Ald. 593.

It has, however, been holden that entering upon the premises for the sole purpose of disposing of the bankrupt's effects will be considered as an acceptance of the lease, and subject them to the covenants, &c. of the lease, unless they sign a protest against that construction being put upon such act of entry. Hanson *v.* Stevenson, 1 Barn. and Ald. 303, and cases there cited; as will also any other act of ownership exercised over the premises without being accompanied by some rebutting evidence. Page *v.* Godden, 2 Star. 309.

But entry for sale is an acceptance.

The assignees of a bankrupt may also carry into execution, and can compel performance on the part of the purchaser of a contract for sale made by him previous to the bankruptcy, although void by the act of bankruptcy. Goodwin *v.* Lightbody, 1 Dan. 153.

Assignees may execute contract void by bankruptcy.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

bargained, sold, and assigned, ALL and singular the chattels real and personal, and goods and effects of the said (*bankrupt*) unto the said (*assignees*) their executors, administrators, and assigns, in trust for themselves, and such other creditors of the said (*bankrupt*) as should thereafter seek relief under the said commission, whereby the said messuages or tenements, and premises demised by the said in part recited indenture of lease, became and are now vested in the said (*assignees*) (1) (in trust as aforesaid) for the residue of the term of years thereby granted. AND WHEREAS, &c. (2). AND WHEREAS

Property in bankrupt till bargain and sale by commissioners.

(1) All the property of a bankrupt remains in him, both at law and in equity, till vested in the assignees by assignment of the commissioners. Carleton *v.* Leighton, 3 Mer. App. 667.

Provisional assignment.

(2) If there was a provisional assignment, recite,

"AND WHEREAS by an indenture bearing date the day of last past, and made or expressed to be made between the said (*commissioners*) of the one part, and the said (*provisional assignee*) of the other part, the said commissioners bargained, sold, and assigned unto the said (*provisional assignee*) all and singular the several estates and effects of the said (*bankrupt*) for preserving and securing the same for the use and benefit of the creditors of the said (*bankrupt*) who had sought or might thereafter seek relief under the said commission, according to the statutes made in that behalf; AND by an indenture bearing date the day of then next following, the said (*provisional assignee*) in pursuance of a covenant contained in the said lastly recited indenture for that purpose, bargained, sold, assigned, and transferred unto the said (*general assignees*) their executors, administrators, and assigns, ALL and sin-

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt.

the said (*assignees*) [with the privity and approbation of other the creditors of the said (*bankrupt*)] caused the said messuages and premises (*or* the messuages or tenements, &c. hereinafter particularly described, being part or parcel of the messuages and premises comprised in the said in part recited indenture of lease, *if the case be so*) to be put up to sale by public auction (1) on the day of last past, at which sale the said (*purchaser*) was declared to be the highest bidder for, and the purchaser of the same at the sum of £ and thereupon paid into the hands of the auctioneer the sum of £ as a deposit, and in part of the said purchase money, conformably to certain printed conditions of sale there exhibited. AND WHEREAS the said (*purchaser*) is now desirous of completing his said purchase, [and the said (*bankrupt*) for the greater satis-

---

gular the goods, wares, and merchandize, and personal estate and effects whatsoever of the said (*bankrupt*) comprised in the said indenture of the day of

To hold to the general assignees in trust for creditors.

TO HOLD and take the same unto and by the said (*general assignees*) their executors, administrators, and assigns; UPON TRUST nevertheless for the benefit of themselves and other the creditors of the said (*bankrupt*) who had sought or might thereafter seek relief under the said commission, according to the conditions and directions of or by the several statutes in that behalf made and provided."

(1) If the sale were by private contract, make the recital of the contract for sale, &c. conformably to the next precedent, No. LXXXIII. p. 318.

Private contract.

If by order of court, see Vol. II. p. 294, *note*.

Sale by order of court.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

faction of the said (*purchaser*) has agreed to join in the assignment to him thereof, in the manner hereinafter expressed.] NOW THIS INDENTURE WITNESSETH, that in pursuance of the said purchase, and for and in consideration of the sum of £ so heretofore paid by the said (*purchaser*) by way of deposit, and in part of the said purchase money as aforesaid, and of the further sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England (1), other part, and in full of the said purchase money to the said (*assignees*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the payment of which said several sums of £ and £ (making together the sum of £) in the manner aforesaid, and that the same is in full for the purchase of the messuages or tenements and premises hereinafter described, and intended to be hereby assigned, the said (*assignees*) do hereby acknowledge, and of and from the same, and every part thereof, do and each of them doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said premises by these presents, They the said (*assignees*) HAVE and each of them HATH bargained, sold, assigned, transferred, and set over, and by these presents DO, and each of them DOTH bargain, sell, assign,

WITNESS, in consideration of the purchase money.

The assignees assign, &c.

Consideration.

(1) If the consideration be other than money paid down, vary this part of the draft agreeably to Vol. I. No. XVI. p. 165, n. (6).

transfer, and set over, [AND for the considerations aforesaid, and in consideration of the sum of five shillings, of like lawful and current money to the said (*bankrupt*) at the same time in hand paid by the said (*purchaser*) the receipt whereof is hereby acknowledged, HE the said (*bankrupt*) (1) HATH bargained, sold, assigned, ratified, and confirmed, and by these presents DOTH bargain, sell, assign, ratify, and confirm,] unto the said (*purchaser*) his executors, administrators, and assigns, ALL (2) those the said messuages or tenements, &c. and all and singular other the premises comprised in or expressed to be demised by the said hereinbefore in part recited indenture of lease, of the day of and so vested in the said (*assignees*) under or by virtue of the said in part recited indenture of the day of as hereinbefore is mentioned, with all and every of the rights, members, easements, appendances, and appurtenances to the same premises belonging, or therewith or with any part thereof, now or usually holden, used, occupied, or enjoyed; AND all the estate, right, title, interest, trust, term of years now to come and unexpired, property,

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt.

And the bankrupt grants and confirms.

Parcels.

(1) Under the circumstances mentioned, *ante*, p. 301, n. (3), omit the grant, &c. by the bankrupt included within brackets, and see also Vol. II. p. 291, n. (1). Licence.

(2) If the whole of the premises assigned to the assignees be not sold to the same purchaser, see No. LXX. p. 137. Parcels.

And if any material variation have taken place in the description of the premises, by new erections or otherwise, see *ibid.* p. 136.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

claim, and demand whatsoever, both at law and in equity, of them the said (*assignees and bankrupt*) and of every of them respectively in, to, out of, or concerning the said messuages or tenements and premises, under or by virtue of the said in part recited indentures of lease and assignment, or either of them, or otherwise howsoever; Together (1) with the said in part recited indentures of lease and of assignment, and all mesne assignments and underleases, if any, thereof, [and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agreements therein contained, which on the part of the lessor or landlord, or any underlessee or underlessees of the said premises are to be performed or observed.] To HAVE AND TO HOLD the messuages or tenements, &c. and all and singular other the premises hereby assigned, or intended so to be [and every part thereof,] with their and every of their respective rights, members, and appurtenances, unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion and computation of time. SUBJECT nevertheless to the payment of

To HOLD to the purchaser for the residue of the term.

Subject to the rents and covenants in the lease.

Parcels.

(1) If a small part only of the premises comprised in the lease be sold to the present purchaser, omit the lines included within brackets.

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt.

the yearly rent, in or by the same indenture reserved (save only the present arrears, if any, thereof,) and to the performance and observance of the covenants, provisoes, and agreements which on the tenant or lessee's part or behalf, are or ought to be observed or performed (1). AND the said (*assignees*) for themselves severally and respectively (2) and for their several and respective heirs, exe-

Covenant by the assignees that they have not incumbered.

---

(1) Although assignees by accepting of the bankrupt's lease make themselves liable for the rent, yet this liability continues so long only as the privity of estate between them and the lessor continues, and they divest themselves of all liability on assigning the premises to another, even though he be a person insolvent. Anslow *v.* Corry, 2 Mad. 330, and cases there cited.

Assignees discharged of rent, &c. after assignment.

(2) If it be wished by the assignees that this covenant should be more pointedly separate, it may be worded as follows:

Separate covenants by assignees.

"And the said (*one of the assignees*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*), his executors, administrators, and assigns, that he the said (*same assignee*) hath not at any time heretofore either alone or together with the said (*other assignee*) made, done, executed, or knowingly occasioned, suffered, or omitted, nor been party or privy to. And the said (*latter assignee*) doth hereby for himself, his heirs, executors, and administrators, covenant and declare, to and with the said (*purchaser*) his executors, administrators, and assigns, that he the said (*last assignee*) hath not at any time heretofore, either alone or together with the said (*first assignee*) made, done, executed, or knowingly occasioned, suffered or omitted, or been party or privy to any act, deed, &c." *as above.*

Or,

"And each of them the said (*assignees*) for himself, his heirs, executors, or administrators, doth by these presents, &c." *as above.*

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

cutors, and administrators, [and not the one for the other of them, or the heirs, executors, or administrators, or the acts, deeds, or defaults of the other of them, but each for himself only, and his own executors and administrators, and his and their acts, deeds, and defaults, respectively,] do, and each of them doth hereby covenant and declare, with and to the said (*purchaser*) his executors, administrators, and assigns, that they the said (*assignees*) have not, nor hath any or either of them, each covenanting separately as aforesaid, at any time heretofore made, done, executed, or knowingly suffered or omitted, [nor caused to be made, done, executed, suffered, or omitted, nor been parties or privies, or party or privy to] any act, deed, matter, or thing whatsoever, whereby or by means whereof the messuages or tenements, and premises hereby assigned, or intended so to be, or any part thereof, or the said indenture of lease, or the term or interest thereby granted, are or is, or can or may be impeached, charged, incumbered, or prejudicially affected in any manner howsoever (1). [AND the said (*bankrupt*) (2) for himself, his heirs, executors, and administrators, doth covenant and declare, with

Covenant by bankrupt that the lease is valid.

Assignees not incumbered.

(1) This covenant by the assignees that they have not incumbered is the only one they can be required to enter into, see *ante*, Vol. II. p. 305, n. (1).

Covenants for title.

(2) The bankrupt, it has been already noticed, is not compellable to enter into these covenants, see *ante*, Vol. II. p. 291, n. (1), 305, n. (2), although he is usually required to do so, and Sugd. Vend. and Pur. 333.

PURCHASES.
LEASEHOLDS.
Assignees of Bankrupt.

and to the said (*purchaser*), his executors, administrators, and assigns, by these presents, in the manner following (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said (*bankrupt*) made, done, executed, or knowingly occasioned, suffered or omitted, to the contrary, the said hereinbefore in part recited lease is, at the time of the sealing and delivery of these presents, a good, valid, effectual, and subsisting lease, both at law and in equity, of and for the premises thereby expressed to be demised and hereby assigned, or intended so to be, [and in no wise forfeited, surrendered, determined, incumbered, become void or voidable, or otherwise prejudicially affected in any manner howsoever.] AND that [for and notwithstanding any such act, deed, matter, or thing as aforesaid,] they the said (*assignees and bankrupt*) or some of them, now have in themselves or one of them hath in himself full and absolute right, title, and authority, to bargain, sell, assign, and confirm all and singular the premises expressed and intended to be hereby assigned, with their and every of their appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, in the manner and for the term or period aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may, immediately upon the sealing and delivery of these presents, and from time to time and at all times thereafter,

And that he and assignees have right to assign.

That the purchaser shall quietly enjoy.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

during the residue then to come and unexpired of the said term of years, in or by the said recited indenture of lease granted, peaceably and quietly enter into and upon, and have, hold, use, occupy, possess, and enjoy the several messuages or tenements, and premises hereby assigned, or intended so to be, with their and every of their rights, members, and appurtenances, [and take, receive, and retain the rents, issues, and profits thereof, to and for his and their own use and benefit,] without any hindrance, molestation, disturbance, or interruption whatsoever, of or by him the said (*bankrupt*) his executors, administrators, or assigns, or any person or persons now or hereafter claiming or possessing, either at law or in equity, any estate, right, title, charge, or interest, in, to, or upon the said premises, or any part thereof, by, from, under, or in trust for him or them; or by or through his or their acts, deeds, defaults, consent, or privity. AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*bankrupt*) his executors or administrators, well and effectually protected, kept harmless, and indemnified, from, and against all former and other assignments, [gifts, grants, mortgages, surrenders, conveyances, assurances, rents, taxes, forfeitures, re-entries, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, recognizances, estates, rights, titles, trusts, interests, charges, and incumbrances whatsoever, at any time heretofore or

Free from incumbrances.

hereafter, made or to be made, created, committed, executed, or knowingly occasioned or suffered, by him the said (*bankrupt*), his executors or administrators, or any person or persons now or hereafter lawfully, equitably, or rightfully claiming or possessing any estate, right, charge, or interest, by, from, through, under, or in trust for him or them, (save and except the rent or rents in or by the said in part recited indenture of lease reserved or made payable, from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be observed or performed during the now residue of the said term of years.) AND moreover, that he the said (*bankrupt*) his executors, and administrators, and all and every person and persons now or at any time hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, charge, or interest in, to, or upon the premises hereby assigned, or otherwise assured or intended so to be, or any part thereof, shall and will from time to time and at all times hereafter, during the remainder now to come and unexpired of the said term of years, upon every reasonable request, and at the proper costs and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected,] all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments, and assurances in the law

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt.

Covenant for further assurance.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

whatsoever, for the further, better, and more effectually, or satisfactorily assigning, confirming, and assuring, all and singular the same messuages or tenements, and premises, with their respective appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, for all the residue or remainder which shall be then to come and unexpired of the said term of years, as by him or them, or his or their counsel in the law (being of the degree of a barrister) shall be reasonably advised and required; [so that such further assurance, or any of them, do not contain nor imply any further or more general covenants on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her, or them, and of his, her, or their lessors or assignors, or executors and administrators, and so that he, she, or they, be not obliged to go from his, her, or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses;] [AND in consideration (1) of the assignment and

Covenant by purchaser to pay rent and taxes, and perform covenants.

Assignees not entitled to indemnity.

(1) Assignees assigning the bankrupt's lease are not entitled to a covenant of indemnity, either for themselves or the bankrupt, against the covenants with the lessor, Wilkins *v.* Fry, 2 Rose Rep. 371, 1 Merrivale, 244, 265. S. C.; they being absolved from liability after assignment, Taylor *v.* Shum, 1 Bos. and Pul. 21. Anslow *v.* Corry, 2 Mad. 330, and see *ante*, p. 309, n. (1); such covenant is, however, usually inserted.

covenants aforesaid the said (*purchaser*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*assignees and bankrupt*) and each of them respectively, and their respective executors and administrators, that he the said (*purchaser*) his executors, administrators, or assigns, shall and will from time to time, and at all times hereafter, during the residue of the said term of years now to come and unexpired, or during such period thereof, as he and they shall or may hold and enjoy lawful and peaceable possession of the premises hereby assigned, from and against the said (*assignees and bankrupt*) and every of them, and all persons rightfully claiming from or under them, or any or either of them, well and truly pay, or cause to be paid the said yearly rent of £ at such times and in such manner as the same in and by the said in part recited indenture of lease is reserved, and which shall become payable from and after the said day of last past; [together with all taxes incident to and chargeable upon the said premises, or the lessee, in respect thereof,] and observe and perform all and every the covenants, provisoes, and agreements in the same indenture of lease contained, which on the part of the tenant or lessee are from henceforth to be paid, observed, and performed in respect of the said premises; and also shall and will from time to time, and at all times thereafter, save, defend, keep harmless and indemnified, the said (*assignees and bankrupt*) and each of them, their, and each of

PURCHASER.

LEASEHOLDS.

Assignees of Bankrupt.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt.*

their executors, and administrators, of, from, and against all costs, charges, suits, damages, and expenses whatsoever, which he or they, or any or either of them, shall or may bear, pay, or sustain, for or by reason or on account of the non-payment of the said rent or taxes, or the non-observance or non-performance of any of the said covenants, clauses, provisoes, or agreements (1). IN WITNESS, &c.

Fixtures, &c.

(1) If fixtures, furniture, &c. be also assigned, see variations subjoined to No. LXX. p. 155.

Policy.

If a policy of assurance be assigned, see *ibid.* p. 158.

Production of lease.

If a small part only of the demised premises be sold to the present purchaser, and the lease is not delivered to him, add a covenant from the assignees to produce it, together with the bargain and sale from the commissioners, &c. as *ante*, No. LXX. p. 160.

*** See the notes, &c. annexed to No. LXX. *ante*, p. 152.

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

No. LXXXIII.

An Assignment of Leasehold Premises by Assignees *of a Bankrupt and* Mortgagee *to a Purchaser.*

THIS INDENTURE, of four parts, made the day of , [* in the year of the reign &c. and] in the year of our Lord . BETWEEN (*the mortgagee*) of, &c. (a mortgagee of the premises hereinafter described) of the first part, (*the assignees*) of, &c. assignees of the estate and effects of (*the bankrupt*) of, &c. of the second part, the said (*bankrupt*) (1) of the third part, and (*the purchaser*) (2) of, &c. (who has agreed for the purchase of the said premises) of the fourth part. WHEREAS (3), &c.

Parties.

Recitals.

---

* Where brevity is particularly desired, the words within brackets may be omitted throughout the precedent.

Brevity.

(1) Bankrupt not compellable to be a party, see *ante*, Vol. II. p. 291, note.

(2) In a sale by assignees, it may be observed, that a mortgagee of the premises cannot become a purchaser without leave of the court, on account of the possibility of his having conflicting interests in the sale of the premises, but this possibility is not of itself and alone a sufficient ground for the court refusing its permission, Exp. Du Cane, 1 Buck, 18.

Mortgagee cannot purchase of assignees.

(3) Recite here the lease, as in No. LXX. p. 129. The mortgage, default in payment, &c. as in No. LXXV. p. 208. And the commission of bankruptcy and proceedings thereon, as *ante*, p. 303.

Recitals.

PURCHASES. LEASEHOLDS. *Assignees of Bankrupt and Mortgagee.*

AND WHEREAS the said *(assignees)* [with the full consent and approbation of the major part of the creditors of the said (*bankrupt*), at a meeting of the said creditors, holden on the day of last] [*or* after having exposed the said premises to sale by public auction on the day of without effect (*as the case may be*)], have contracted with (1) the said (*purchaser*) for the sale to him of the said messuages or tenements, and premises for the sum of £ . AND WHEREAS there is now due to the said *(mortgagee)* for principal and interest, upon the said hereinbefore in part recited security, the sum of £ which it has been agreed shall be paid out of the said purchase money; and the said *(mortgagee)* has consented to accept the same, in full satisfaction and discharge of the said mortgage, and agreed to execute such assignment of the said mortgaged premises as hereinafter is contained, [and the said (*bankrupt*) for the greater satisfaction of the said (*purchaser*) has

---

Sale by auction.

(1) Although the assignees should, in general, in order to excite competition, dispose of the estate of a bankrupt by public auction, yet this is a matter in their own discretion, and they may sell by private contract should they think it expedient, see Exp. Denman, 2 Rose 66.

If the sale were by public auction, make the recital of the contract, and of the payment of the purchase money, conformably to the preceding precedent, p. 304.

Order of court.

If the sale were before a Master in Chancery by the direction of that court, recite the order for such sale, as *ante*, Vol. II. No. XLV. p. 294.

agreed to join in the said assignment in the manner hereinafter expressed]. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of good and lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said *(mortgagee)* in hand well and truly paid (1) by the said (*purchaser*) at or immediately before the sealing and delivery hereof, with and by the privity, consent, and direction of the said *(assignees)* and (*bankrupt*) respectively, testified by their severally being parties to and executing these presents, (the receipt whereof in full of all principal money and interest due to him the said *(mortgagee)* on the said hereinbefore in part recited mortgage), the said (*mortgagee*) doth hereby acknowledge, and of and from the same doth fully and absolutely acquit, release, exonerate, and discharge the said *(purchaser)* and also the said (*assignees*) and (*bankrupt*) respectively, and their respective executors, administrators, and assigns, and likewise the said mortgaged premises, by these presents. He the said (*mortgagee*) at the request and by the direction and appointment of the said (*assignees*) and (*bankrupt*) respectively testified as aforesaid, HATH bargained, sold, assigned, transferred, and set

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

WITNESS, that in consideration of the sum due on mortgage.

The mortgagee assigns, &c.

(1) If the consideration be other than money paid down, see Vol. I. No. XVI. p. 167, n. (8). Consideration.

PURCHASES. LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

in the custody or lawful power of them the said (*assignees*) and (*bankrupt*) or any or either of them, or any other person or persons in trust for them, or any or either of them. To HAVE AND TO HOLD the messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby bargained, sold, assigned, and confirmed, or intended so to be, and every part thereof, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder which is now to come and unexpired by effluxion of time, of or in the said term of years, in and by the said in part recited indenture of lease granted as aforesaid, free and clear of and from the said hereinbefore in part recited mortgage, and all monies thereby secured or chargeable thereupon, and all other mortgages, liens, and incumbrances whatsoever. SUBJECT nevertheless to the payment of the rent in or by the said in part recited indenture of lease reserved (save only the arrears, if any, thereof), and to the performance and observance of the covenants, provisoes, and agreements therein contained, which on the tenant or lessee's part or behalf are or ought to be performed and observed. AND the said (*assignees*) for themselves, &c. (*Add covenant that the assignees have not incumbered*) (1). AND the said (*bankrupt*), for himself,

To HOLD to the purchaser for the residue of the term.

Subject to the rent and covenants in the lease.

(1) See *ante*, p. 309.

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

the part of the lessor or landlord of the said premises are to be performed or observed]. AND all the estate, right, title, interest, trust, term of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, of him the said (*mortgagee*) of, in, or to the same premises, and every part or parcel thereof, under or by virtue of the said in part recited indentures of lease, and assignment by way of mortgage, or either of them. TO HAVE AND TO HOLD the messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereinbefore bargained, sold, and assigned, or intended so to be, with their and every of their appurtenances; unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder which is now to come and unexpired of the said term of years, so in or by the said in part recited indenture of the day of , assigned to or otherwise vested in him the said (*mortgagee*) as aforesaid. AND the said (*mortgagee*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said (*purchaser*), his executors, administrators, and assigns, that he the said (*mortgagee*) hath not at any time or times heretofore made, done, executed, or knowingly occasioned or suffered, [or caused or procured to be made, done, executed, or suffered, nor been party or privy to] any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said indenture of lease is or

To hold to the purchaser for the residue of the term.

Covenant by mortgagee that he has not incumbered.

PURCHASES. hereby assigned, or intended so to be, with their and every of their rights, members, and appurtenances; [and take, receive, and retain the rents, issues, profits, and proceeds thereof, to and for his and their own use and benefit], without any hindrance, disturbance, molestation, or interruption, whatsoever, of or by him the said (*bankrupt*) his executors or administrators, or any person or persons, now or hereafter rightfully claiming or possessing, either at law or in equity, any estate, right, title, charge, or interest, in, to, out of, or upon the said premises, or any part thereof, by, from, under, or in trust for him, or them, or by or through his or their acts, deeds, defaults, means, consent, or privity. And that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*bankrupt*), his executors or administrators, well and effectually saved, kept harmless, protected, and indemnified of and from all and all manner of former and other assignments, [gifts, grants, bargains, and sales, rents, taxes, arrears of rent and taxes, mortgages, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and of and from all other] estates, titles, trusts, interests, charges, liens, and incumbrances whatsoever, which at any time heretofore have been, or which at any time hereafter shall or may be created, executed, or knowingly occasioned or suffered by the said (*bankrupt*), his executors or administrators, or by

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

Free from incumbrances.

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

or with his or their privity, consent, or procurement, or by any person or persons whomsoever, lawfully or equitably and rightfully claiming or possessing any estate, right, charge, or interest, in, to, out of, or upon the same, by, from, under, or in trust for him or them, save only and except the rent or rents in and by the said hereinbefore in part recited indenture of lease reserved or made payable, from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed, during the now residue of the said term of years. AND moreover, that he the said (*bankrupt*), his executors and administrators, &c. [*Covenant by bankrupt for further assurance*] (1). And lastly, the said (*purchaser*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*assignees*) and (*bankrupt*) respectively, their and each of their executors and administrators, that he the said (*purchaser*), &c. [*Covenant by purchaser to pay and perform rent and covenants*] (2). IN WITNESS, &c. (3).

Covenant by purchaser to pay and indemnify against rent, &c.

(1) See *ante*, p. 313.

(2) See *ante*, p. 314; but that the purchaser cannot be required to enter into this covenant, see *ibid.* n. (1).

(3) If fixtures, or a policy of insurance, are intended to be assigned to the purchaser, see variations subjoined to No. LXX. p. 155.

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

Production of lease.

If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered to him, add a covenant by the vendor for its production as in *ibid.* p. 160.

And where the lease is delivered to him as the purchaser of the largest lot (the sale being by auction), and he is to covenant with the smallest purchaser for its production, see such covenant, INDEX *voc.* DEEDS.

*** See notes and riders to No. LXX. p. 155, *et seq.*

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

No. LXXXIV.

An Assignment of Leasehold Premises *by the* Lessee (*or an Assignee*) *to* two or more Purchasers *as Joint-tenants* or *Tenants in common.*

Variations *where they are* Copartners in Trade.
Where they are Trustees, &c. (1).

THIS INDENTURE of parts, made the day of , [* in the year of the reign, &c. and] in the year of our Lord BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchasers*) (2) of, &c. of the other part. WHEREAS, &c. (3) AND WHEREAS the

Parties.

Recitals.

---

(1) See also notes and variations to Vol. I. No. XXIX. p. 458, *et seq.*

Variation.

* If brevity be particularly desired, the words within brackets may be omitted throughout the precedent.

Brevity.

(2) If the purchasers be copartners in trade, add,

Copartners.

"Merchants, (*or as the case may be*), and copartners."

(3) Recite here the lease granted to the vendor, as in No. LXX. p. 129, and the assignment, if any, as in *ibid.* p. 131, n. (1). and if the purchasers are trustees of a will or settlement, recite the settlement or will as *ante*, p. 275.

Recitals.

PURCHASES.

LEASEHOLDS.

Assignees of Bankrupt and Mortgagee.

Production of lease.

If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered to him, add a covenant by the vendor for its production as in *ibid.* p. 160.

And where the lease is delivered to him as the purchaser of the largest lot (the sale being by auction), and he is to covenant with the smallest purchaser for its production, see such covenant, INDEX *voc.* DEEDS.

*** See notes and riders to No. LXX. p. 155, *et seq.*

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

No. LXXXIV.

An Assignment of Leasehold Premises *by the* Lessee (*or an Assignee*) *to* two or more Purchasers *as Joint-tenants* or *Tenants in common.*

Variations *where they are* Copartners in Trade.
Where they are Trustees, &c. (1).

THIS INDENTURE of parts, made the day of , [* in the year of the reign, &c. and] in the year of our Lord BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchasers*) (2) of, &c. of the other part. WHEREAS, &c. (3) AND WHEREAS the

Parties.

Recitals.

---

(1) See also notes and variations to Vol. I. No. XXIX. p. 458, *et seq.*

Variation.

* If brevity be particularly desired, the words within brackets may be omitted throughout the precedent.

Brevity.

(2) If the purchasers be copartners in trade, add,

Copartners.

"Merchants, (*or as the case may be*), and copartners."

(3) Recite here the lease granted to the vendor, as in No. LXX. p. 129, and the assignment, if any, as in *ibid.* p. 131, n. (1). and if the purchasers are trustees of a will or settlement, recite the settlement or will as *ante*, p. 275.

Recitals.

PURCHASES. LEASEHOLDS. *Vendor to two or more Purchasers.*

said (*purchasers*) have contracted (1) with the said (*vendor*) for the purchase of the messuages or tenements and premises comprised in the said in part recited indenture of lease for the now residue of the said term of years, by the said indenture of lease demised, subject as aforesaid, at or for the price or sum of £ , and the same are now intended to be conveyed to them in the manner hereinafter expressed. Now THIS INDENTURE WITNESSETH, that in pursuance of the said contract, and in consideration of the sum of £ of lawful money (2) of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand well and truly paid by the said (*purchasers*) [or one of them, for and on behalf of himself and the other of them (3)] at or immediately before the sealing

WITNESS, that in consideration of the purchase money,

Auction. (1) If the sale were by public auction, see *ante*, No. LXX. p. 132.

Consideration. (2) If the consideration for the purchase be other than money paid down, see Vol. I. No. XVI. p. 167, n. (8).

Order of court. If the sale were by the direction of the Court of Chancery, and the purchase money is to be paid into the Bank, or of the Court of Exchequer, and the money is to be paid to the Deputy Remembrancer, see the variation subjoined to Vol. I. No. XVI. p. 188.

Consideration separately paid. (3) If the purchase money be paid in moieties, &c. by each purchaser, say, "in equal moieties" instead of the words within brackets; or in the manner following (that is to say)

"The sum of £ part of the said purchase or consideration money by the said (*one purchaser*) as and for the purchase and a conveyance of one undivided moiety or equal half part of the lands and hereditaments hereinafter described; and the sum of £ other and remaining

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

and delivery of these presents, the receipt whereof, and that the same is in full for the purchase of the messuages or tenements and premises hereinafter described, the said (*vendor*) doth hereby acknowledge, [and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*purchasers*) and each of them, and the executors, administrators, and assigns of each of them, and also the said premises], He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents, DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchasers*) their executors, administrators, and assigns, (to be holden and enjoyed in the manner hereinafter declared or expressed) ALL those the said several messuages or tenements, pieces or parcels of ground (1), (*or as the case may be*) and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease, of the

The vendor grants and assigns.

Parcels.

---

part of the said purchase or consideration money, by the said (*other purchaser*) as or for the purchase and a conveyance of the other moiety or equal half part of the same lands and hereditaments, the receipt of which two several sums of £ and £ making together the said purchase money, or sum of and that the same is," &c. *as in text.*

Licence.

If a licence to assign be requisite, see *ante*, p. 135.

Parcels.

(1) If any material variation, by reason of new erections or otherwise, have taken place in the description of the premises, since the demise or assignment of them to the testator, see *ante*, p. 136.

PURCHASES. LEASEHOLDS. *Vendor to two or more Purchasers.*

day of , [and so assigned to the said (*vendor*) (*if the case were so*) by the said in part recited indenture of assignment of the day of], as hereinbefore is mentioned, with all and every the rights, members, easements, and appurtenances to the same premises belonging, or therewith or with any part thereof, now or usually occupied, or enjoyed; TOGETHER with the said in part recited indentures of lease [and of assignment, and all mesne assignments and underleases, if any, thereof, and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes and agreements therein contained, which on the part of the lessor or landlord, or any underlessee or underlessees of the said premises, are to be performed or observed]. AND all the estate, right, title, interest, term of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*) of, in, or to the said premises, and every or any part thereof, under or by virtue of the said indenture of lease, or otherwise howsoever. TO HAVE AND TO HOLD the said messuages or tenements, and all and singular other the premises hereby assigned, or otherwise assured or intended so to be, and every part and parcel thereof, with their and every of their respective rights, privileges, easements, and appurtenances, unto and by them the said (*purchasers*) their executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period

To HOLD to the purchaser for the residue of the term.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired, by effluxion and computation of time as joint-tenants (1), and in such and the same or the like manner, and as beneficially to all intents and purposes as the said (*vendor*) now or at or immediately before the sealing and delivery of these presents, does or did hold or enjoy the same. SUBJECT nevertheless to the payment of the yearly rent in and by the same indenture of lease reserved and made payable from and after the day of now last past, and to the performance and observance of all and every the

Subject to the rent and covenants in the lease.

---

(1) Or (if it be intended that the purchasers should take as tenants in common) the premises may be assigned to them in distinct moieties, as

Tenants in common.

"To have and to hold the said messuages, &c. unto the said (*purchasers*) as tenants in common, and to their several and respective executors, administrators, and assigns, for and during, &c. *as above.*

Or the habendum may be

"As to and in respect of one moiety or full half part (the whole into two equal half parts being considered as divided) of and in the said messuages, &c. unto and by him the said (*one of the purchasers*) his executors, administrators, and assigns; and as to and in respect of the other or remaining moiety or half part of the same messuages, &c. unto and by the said (*other purchaser*) his executors, administrators, and assigns, for and during, &c.

If the purchasers buy in the character of trustees, add as in the corresponding part of the next precedent, No. LXXXV.

Trustees.

PURCHASES. LEASEHOLDS. *Vendor to two or more Purchasers.*

covenants, provisoes, and agreements therein contained, which on his or their part or behalf are or ought to be observed or performed, from and after the date of these presents (1). AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth covenant, promise, and declare with and to the said (*purchasers*) (2), and each

Covenant by the vendor that the lease is valid.

Bankruptcy.

(1) If there were a proviso against assigning, or that the lease should be void on the bankruptcy or insolvency of the lessee, see *ante*, p. 140.

Copartners.

If the purchasers be copartners in trade, and the premises are designed for the purposes of the business, it may be here added, if correspondent with the terms of the copartnership's transaction,

" But nevertheless for the intents and purposes, and subject as between them the said (*purchasers*) their respective executors and administrators, to such covenants, provisoes, articles, and agreements, as are declared or expressed concerning the same, or other the buildings and premises whereon the concerns of the copartnership now subsisting between them is, or for the time being shall be carried on, in or by a certain indenture or deed of copartnership, under their said respective hands and seals, bearing date the day of ."

Licence.

If the lease be assigned with the licence of the lessor, see *ante*, p. 140.

Tenants in common.

(2) If the purchasers are intended to take as tenants in common, the covenant may be

" With and to the said (*one of the purchasers*) his executors, administrators, and assigns, as to and concerning one undivided moiety or equal half part of all and singular the said messuages, lands, tenements, hereditaments, and premises, with their respective rights, members, and appurtenances, and with and to the said (*other purchaser*) his executors, admini-

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

of them, their and each of their respective executors, administrators, and assigns, by these presents, in the manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever by him the said (*vendor*) at any time heretofore made, done, committed, executed, or knowingly occasioned, suffered, or omitted to the contrary (1), the said hereinbefore in part recited indentures of lease, mentioned to bear date the day of , is, at the time of the sealing and delivery of these presents, a good, valid, subsisting, and effectual lease, both at law and in equity, and the term and estate therein mentioned to be granted, is in full effect, and in no wise forfeited, surrendered, assigned, determined, or become void or voidable, or otherwise prejudicially affected in any manner howsoever. AND that for and notwithstanding any such act, deed, matter, or thing, as aforesaid, he the said (*vendor*) now hath in himself full and absolute right, title, and authority to bargain, sell, assign, and assure, all and singular the premises expressed or intended to be hereby assigned, or otherwise assured, with their and every of their appurte-

That he has a right to assign.

---

strators, and assigns, as to and concerning one other moiety or equal half part of the same messuages, lands, tenements, hereditaments, and premises, with their respective rights, &c. in the manner following, (that is to say)" *as above.*

(1) If the vendor be himself an assignee only of the premises, see *ante*, p. 142.

Vendor an assignee.

PURCHASES. LEASEHOLDS.

Vendor to two or more Purchasers.

That the purchaser shall quietly enjoy.

Covenant for further assurance.

nances, unto the said (*purchasers*) their executors, administrators, and assigns, in the manner and form, and for the term or period aforesaid, and according to the true intent and meaning of these presents. AND further that they the said (*purchasers*) and each of them, their and his executors, administrators, and assigns, shall or lawfully may, &c. (*Add covenant by purchaser for quiet enjoyment and further assurance*) (1). AND moreover, that he the said (*vendor*) his executors and administrators, and all and every person and persons whomsoever, now or at any time hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, charge, or interest, in, to, out of, or upon the premises mentioned or intended to be hereby assigned, or any part thereof, shall and will from time to time, and at all times hereafter, during the remainder now to come and unexpired of the said term of years upon every reasonable request, and at the proper costs and expense of the said (*purchasers*) or of either of them, their or his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected], all and every such further and other lawful and reasonable acts, things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely, or satisfactorily conveying, as-

(1) See *ante*, p. 144, 146; and if the purchasers are trustees, see corresponding part of next precedent, p. 352.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

signing, confirming, and assuring all and singular the same messuages or tenements, and premises, with their respective appurtenances, unto the said (*purchasers*) their executors, administrators, and assigns, for all the residue or remainder which shall be then to come and unexpired of the said term of years, as by the said (*purchasers*) or either of them, their or his executors, administrators, or assigns, or their or his counsel in the law (being of the degree of a barrister), shall be reasonably advised and required; [so that such further assurances, or any of them, do not contain nor imply any further or more general covenants on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her, or them, and of his, her, or their executors and administrators; and so that the person or persons who shall be required to make or execute the same be not obliged to go from his, her, or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses.]

Covenant by purchasers to pay rent, and perform covenants of the lease.

AND in consideration of the premises aforesaid, they the said (*purchasers*) for themselves jointly, and each of them severally for himself and for their several and respective heirs, executors, and administrators, do, and each of them doth hereby covenant, promise, and agree, with and to the

PURCHASES. LEASEHOLDS. *Vendor to two or more Purchasers.*

said (*vendor*) his executors, administrators, and assigns, that they the said (*purchasers*), or one of them, their or his executors, or administrators, shall and will from time to time, and at all times hereafter, during the residue of the said term or period of years, which is now to come and unexpired, (or during such part thereof as they respectively shall or may lawfully and peaceably hold and enjoy the same, by virtue of these presents, or otherwise, against the said (*vendor*) and all persons claiming under him as aforesaid), well and truly pay the said yearly rent of £ in or by the said in part recited indenture of lease reserved, which shall become due from and after the said day of last past, at such times and in such manner as the same is thereby made payable, and perform and observe all and every the covenants, provisoes, and agreements, which by the same indenture are required to be from henceforth observed or performed on the part of the tenant or occupier of the said premises, and at all times hereafter protect, defend, keep harmless and indemnified the said (*vendor*) his executors and administrators, and his and their lands, tenements, goods, chattels, and effects from and against the said rents, taxes, covenants, and agreements, and of and from all actions, suits, costs, damages, and expenses whatsoever, which he or they, or any or either of them, shall or may pay or sustain, or which shall or may arise or be occasioned by the non-payment, non-performance,

or non-observance thereof respectively, or any of them (1). IN WITNESS, &c.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

(1) If fixtures, or a policy of insurance, are intended to be assigned to the purchasers, see variations subjoined to No. LXX. p. 155. Fixtures.

If a small part only of the demised premises be sold to the present purchasers, and the lease, &c. be not delivered to them, add a covenant by the vendor for its production, as *ibid.* p. 160. Production of lease.

If it be agreed that either of the parties shall have the privilege of pre-emption of the other in case of sale, see Vol. I. No. XXIX. p. 472. Pre-emption.

And if the premises are purchased by co-partners for the carrying on of their business, a covenant may be added by each of them for his heirs, &c. with the other of them, his executors, &c. Copartnership.

"That he the said (*one of the purchasers*) shall not nor will during the continuance of the said in part recited co-partnership, bargain, sell, demise, assign, or otherwise transfer, or dispose of or part with his part or share, or estate or interest in the said premises, or any part thereof, without the consent in writing of the other of them, nor sue out any writ, or other legal process, nor file any bill, or institute any other proceedings at law or in equity, for parting or dividing the same."

And see Balmain v. Shore, 9 Ves. 500, which sanctions clauses of this kind.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

(A) Variation *where the Assignment is to Trustees for a Mercantile Company.*

Recital of the deed of co-partnership of the company.

"AND WHEREAS by a certain indenture of covenants by way of copartnership, bearing date on or about the day of which was in the year and made and entered into by and between the said (*trustees*) of the first part, and the several persons who are therein named as the then directors of the said company of the second part, and the several other persons whose names are thereunto subscribed for the purpose of becoming parties to the same indenture, of the third part. It was amongst other things declared and agreed that all and singular the estate, property, and effects of the said company should be absolutely vested in the directors thereof for the time being, who were thereby fully and especially empowered to make, take, and accept of and negociate, contract, or agree for, at their discretion, in the name and for and on behalf of the said company, all and every or any purchases, sales, demises, leases, mortgages, securities, contracts, and agreements whatsoever, and with, under, and subject to such terms and conditions as they the said directors or the major part of them should think reasonable. AND they the said directors or any five of them were thereby expressly authorised and empowered to sign, seal, and deliver all and every deeds, conveyances, assurances, and writings whatsoever, necessary or proper to carry any such purchases, sales, demises, leases, mortgages, securities, contracts, and agreements into effect. AND WHEREAS the said parties to these presents who are hereinbefore mentioned to be of the third part hereunto (being directors for the time being of the said company), have contracted with the said (*vendor*) for the

Contract for purchase.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

purchase of the leasehold messuages and premises described and demised by the said hereinbefore in part recited indenture of lease for the now residue of the said term of years now to come therein, at the sum of £ and have requested that the same may be conveyed and assured unto the said (*trustees*), in trust for the said company and the several members thereof, in the manner hereinafter expressed.

WITNESS, that in consideration of the purchase money.

NOW THIS INDENTURE WITNESSETH, that in pursuance and performance of the said in part recited agreement, and for and in consideration of the sum of £ of good and lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, well and truly paid by the said (*trustees*) or other person or persons, party or parties to these presents, for and on behalf of the said company unto the said (*vendor*) at or before the sealing and delivery of these presents, the payment of which said sum of £ , and that the same is in full for the purchase of the said messuages and premises comprised in the said in part recited indenture of lease for the now residue of the said term of years therein, the said (*vendor*) doth hereby acknowledge, and of and from the same and every part thereof doth hereby acquit, release, exonerate, and discharge the said (*trustees*), and each of them, their and his executors and administrators, and also the said hereinbefore mentioned company, and the several members thereof, and each and every of them, and all and singular the premises mentioned or intended to be hereby granted and assigned and every of them, He the said (*vendor*) at and by the nomination and direction of the said directors parties hereto,

The vendor assigns.

HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over, unto the said (*trustees*) their executors, administrators, and assigns, ALL that the said messuage or tenement, dwelling-house and premises, comprised in or described by the said hereinbefore in part recited indenture of lease of the day of and mentioned to be thereby demised to the said as aforesaid, with all and every the rights, members, privileges, advantages, and appurtenances to the same premises or any of

PURCHASES. LEASEHOLDS.

them belonging or in anywise appertaining, and all outhouses, &c. and all the estate, &c. &c. *(as in the preceding precedent)*. To HAVE AND TO HOLD the said piece or parcel of ground, messuages or tenements, and all and singular other the premises hereinbefore mentioned or intended to be hereby bargained, sold, assigned, and transferred, and every part and parcel thereof, with their respective appurtenants, unto the said (*trustees*) their executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of years, in and by the said in part recited indenture of lease granted or demised, or mentioned so to be as aforesaid, now to come and unexpired; Upon the trusts nevertheless, and to and for the ends, intents, and purposes hereinafter expressed and declared, of or concerning the same, that is to say, In trust to assign, transfer, and dispose of the same and every or any part thereof, in such manner and form as the directors for the time being of the said company, or any of them, shall at any time or times, and from time to time, by any deed or deeds, instrument or instruments in writing, to be by them sealed and delivered for and on behalf of the said company, in the presence of and attested by two or more credible witnesses, direct or appoint, and in default of and until such direction or appointment shall be made, or in case any such shall be made, and shall not extend to the whole of the said premises. Upon trust that they the said (*trustees*) their executors, administrators, and assigns, and each and every of them, do and shall stand possessed of and interested in all and singular the said premises, or of such parts and so much thereof of which no such appointment as aforesaid shall be made, in trust from time to time, and at all times to permit and suffer the same and every part thereof to be used, occupied, and enjoyed, to and for such uses, ends, intents, and purposes, and under and subject to such rules, regulations, powers, authorities, provisoes, declarations, and agreements as are expressed and declared, implied or intended, in and by the said hereinbefore in part recited indenture of covenant or copartnership, mentioned to bear date on or about the day of and for such

Vendor to two or more Purchasers.

To hold to the trustees for the residue of the term.

Upon trusts to assign as the directors shall appoint.

And in the mean time stand possessed thereof.

In trust to permit the same to be used for the purposes expressed in the deed.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

further and other uses, ends, intents, and purposes, and under and subject to such further and other rules, regulations, powers, authorities, declarations, and agreements as shall or may at any time or times hereafter, and from time to time be expressed or declared in pursuance or by virtue of the same indenture, or other deed, instrument, or authority, competent in that behalf, and from and after all and singular the trusts, intents, and purposes aforesaid, shall have determined, or be no longer capable of taking effect; and in the mean time subject thereto, Upon trust that they the said (*trustees*) their executors, administrators, and assigns, do and shall stand possessed of and interested in all and singular the said premises, in trust for all and every and singular the several and respective members or shareholders for the time being, or other person or persons who for the time being shall or may be entitled unto or interested in the capital, stock, or concerns of the aforesaid company, according and in proportion to their several and respective estates, shares, rights, and interests therein, and to, for, or upon no other trust, intent, or purpose whatsoever; but subject nevertheless to the payment of the rent, &c. &c. (*as in the preceding precedent*)."

And subject thereto in trust for the proprietors.

Subject to the payment of rent and performance of covenants.

PURCHASES.

LEASEHOLDS.

Trustees to Trustees.

No. LXXXV.

An Assignment of Leasehold *Premises by* Trustees *for Sale to* Trustees empowered *to purchase.*

Variations *as in margin below* (1).

THIS INDENTURE, of parts, made the day of in the year of the reign, &c.

Parties. and in the year of our Lord . BETWEEN (*the trustees for sale*) of, &c. (being trustees for sale of the premises hereinafter described) of the first part, [(*the lessee*) (2) of, &c. (beneficial owner of the said premises), of the second part], and (*the purchasing trustees*) of, &c. (who have agreed for the purchase of the said premises in pursuance of an authority hereinafter recited), of the third

Recitals. part. WHEREAS, &c. (3). AND WHEREAS the

Variations. (1) See also notes and variations to Vol. I. No. XXX. p. 477; Vol. II. No. XL. p. 204; and *ante*, No. XLIX. p. 357, *et seq.*

Lessee. (2) That the lessee is not a necessary party, see Vol. II. p. 204, n. (1).

Recitals. (3) Recite here the lease granted to the lessee, as in No.

said (*purchasing trustees*) have contracted (1) with the said (*trustees for sale*) for the purchase of the several messuages or tenements and premises comprised in the said hereinbefore in part recited indenture of lease, and so assigned to them the said (*trustees for sale*) as hereinbefore is mentioned for the now residue of the said term of years by the said indenture of lease demised (subject as aforesaid), at or for the price or sum of £ .

PURCHASES.

LEASEHOLDS.

Trustees to Trustees.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of lawful money (2) of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*trustees for sale*), in hand well and truly paid (3) by the said (*purchasing trustees*), (or by one of them respectively, with the privity and consent of the other of them), at or immediately before the sealing and delivery of these presents, (testified by their severally being parties to and

WITNESS, that in consideration of the purchase money.

LXX. p. 129, and the assignment, if any, as *ibid.* p. 131, n. (1). The assignment to the trustees in trust to sell, as in No. LXXX. p. 275; and the marriage settlement or will in which the power of purchase is contained, as in Vol. II. No. XLIX. p. 358.

(1) If the estate were sold by public auction, see *ante*, No. LXX. p. 132.

Auction.

(2) If the consideration be other than money paid down, see Vol. I. No. XV. p. 167, n. (8).

Consideration.

(3) If the estate were sold by the direction of the Court of Chancery or Exchequer, and the purchase money is to be paid into the Bank, or to the Deputy Remembrancer, see Vol. I. No. XVI. p. 188.

Sale by order of court.

PURCHASES. LEASEHOLDS.

Vendor to two or more Purchasers.

That the purchaser shall quietly enjoy.

Covenant for further assurance.

nances, unto the said (*purchasers*) their executors, administrators, and assigns, in the manner and form, and for the term or period aforesaid, and according to the true intent and meaning of these presents. AND further that they the said (*purchasers*) and each of them, their and his executors, administrators, and assigns, shall or lawfully may, &c. (*Add covenant by purchaser for quiet enjoyment and further assurance*) (1). AND moreover, that he the said (*vendor*) his executors and administrators, and all and every person and persons whomsoever, now or at any time hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, charge, or interest, in, to, out of, or upon the premises mentioned or intended to be hereby assigned, or any part thereof, shall and will from time to time, and at all times hereafter, during the remainder now to come and unexpired of the said term of years upon every reasonable request, and at the proper costs and expense of the said (*purchasers*) or of either of them, their or his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected], all and every such further and other lawful and reasonable acts, things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely, or satisfactorily conveying, as-

(1) See *ante*, p. 144, 146; and if the purchasers are trustees, see corresponding part of next precedent, p. 352.

PURCHASES.

LEASEHOLDS.

Vendor to two or more Purchasers.

signing, confirming, and assuring all and singular the same messuages or tenements, and premises, with their respective appurtenances, unto the said (*purchasers*) their executors, administrators, and assigns, for all the residue or remainder which shall be then to come and unexpired of the said term of years, as by the said (*purchasers*) or either of them, their or his executors, administrators, or assigns, or their or his counsel in the law (being of the degree of a barrister), shall be reasonably advised and required; [so that such further assurances, or any of them, do not contain nor imply any further or more general covenants on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her, or them, and of his, her, or their executors and administrators; and so that the person or persons who shall be required to make or execute the same be not obliged to go from his, her, or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses.] AND in consideration of the premises aforesaid, they the said (*purchasers*) for themselves jointly, and each of them severally for himself and for their several and respective heirs, executors, and administrators, do, and each of them doth hereby covenant, promise, and agree, with and to the

Covenant by purchasers to pay rent, and perform covenants of the lease.

PURCHASES. LEASEHOLDS. *Trustees to Trustees.*

AND TO HOLD the said messuages or tenements, and all and singular other the premises, hereby assigned, or otherwise assured or intended so to be, with their and every of their respective rights, members, easements, and appurtenances, unto and by them the said (*purchasing trustees*), their executors, administrators, and assigns, from henceforth, for and during all the residue or remainder of the said term of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion and computation of time. SUBJECT nevertheless to the payment of the rent in or by the said in part recited indenture of lease reserved, and payable from and after the day of last past, and to the performance and observance of all and every the covenants, provisoes, and agreements therein contained, which on his or their part or behalf are or ought to be performed or observed from the date hereof. BUT nevertheless, upon such and the same trusts, and to and for such and the same ends, intents, and purposes, and with, under, and subject to such and the same powers, provisoes, conditions, limitations, and agreements, as in or by the said hereinbefore in part recited indenture of the day of is declared or expressed concerning the said sum of £ and the lands so thereby directed to be purchased therewith as aforesaid, or such and so many of them as are now or hereafter may be capable of taking effect, and as are or may be good, valid, or sup-

To HOLD to the purchasing trustees for the residue of the term.

Subject to the rents and covenants in the original lease.

In trust, &c.

PURCHASES.

LEASEHOLDS.

Trustees to Trustees.

portable by the rules of law or equity (1), and to and for no other uses, trusts, intents, or purposes whatsoever. [*Add a covenant by the trustees for sale that they have not incumbered*] (2). AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth covenant, promise, and agree with and to the said (*purchasing trustees*), their executors, administrators, and assigns, by these presents, in manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever by him the said (*lessee*) made, done, committed, executed, or knowingly occasioned, suffered, or omitted to the contrary, the said hereinbefore in part recited indenture of lease mentioned to bear date the day of is at the time of the sealing and delivery of these presents, a good, valid, subsisting and effectual lease, both at law and in equity, of and for the premises thereby expressed to be demised, and hereby assigned, or intended so to be, and the term and estate therein mentioned to be granted in full effect, and in no wise forfeited, surrendered, assigned, determined, or otherwise become void or voidable, or prejudicially affected in any manner howsoever. AND that for and notwithstanding any such act, deed, matter, or

Covenant by owner that the lease is valid.

That he and trustees have right to assign.

(1) And see Vol. I. No. XXX. p. 484, Vol. II.; and *ante*, No. XLIX. p. 364.

(2) For the form of this covenant, see *ante*, No. LXXX. p. 282.

PURCHASES. LEASEHOLDS. *Trustees to Trustees.*

thing as aforesaid, they the said (*trustees for sale*) and (*lessee*) or some of them have in themselves, or one of them hath in himself full power, and lawful and absolute right, title, and authority to bargain, sell, assign, transfer, set over, and confirm all and singular the premises expressed or intended to be hereby assigned, with their and every of their rights, members, and appurtenances, unto the said (*purchasing trustees*), their executors, administrators, and assigns, for and during all the residue or remainder which is now to come and unexpired, by computation of time of or in the said term of years, so thereof granted as aforesaid, in the manner aforesaid, and according to the true intent and meaning of these presents. And further, that all and singular the same messuages or tenements and premises, with their respective rights, easements, and appurtenances, shall or lawfully may, immediately upon and after the execution of these presents, and from time to time, and at all times thereafter, for and during the residue or remainder, now to come of the said term of years, in or by the said recited indenture of lease granted, remain and be upon and for the trusts and purposes hereinbefore declared, expressed, or referred unto, of or concerning the same, and the rents, profits, and proceeds thereof, taken and applied accordingly, without any action, suit, eviction, hindrance, disturbance, molestation, or interruption whatsoever, of or by the said (*trustees for sale*) or (*lessee*) or any or either of them, or any

That the purchasers shall quietly enjoy.

PURCHASES.
LEASEHOLDS.
Trustees to Trustees.

or either of their executors or administrators, or any person or persons now or hereafter rightfully claiming or possessing, either at law or in equity, any estate, right, title, charge, or interest, in, to, out of, or upon the said premises, or any part thereof, by, from, under, or in trust for him, them, or any or either of them, or by or through his, their, or any or either of their acts, deeds, defaults, means, consent, or privity. AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise by and at the expense of the said (*lessee*), his executors or administrators, well and effectually defended, protected, and indemnified of and from all and all manner of former and other assignments, [grants, gifts, bargains and sales, rents, taxes, arrears of rent and taxes, mortgages, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re-entry, judgments, executions, extents, statutes, and recognizances, and of and from all other] estates, titles, trusts, interests, charges, liens, and incumbrances whatsoever, which at any time heretofore have been, or which at any time hereafter shall or may be created, executed, or knowingly occasioned or suffered, by the said (*trustees for sale*) [and (*lessee*)] or either of them, their or either of their executors or administrators, or by or with their or any or either of their privity, consent, or procurement, or by any person or persons whomsoever, lawfully claiming or possessing any estate, right, charge or interest, in, to, out of, or upon the same, by, from, under, or in trust

Free from incumbrances.

PURCHASES. LEASEHOLDS. *Trustees to Trustees.*

for them, or any or either of them, (save only and except the rent or rents, in and by the said hereinbefore in part recited indenture of lease reserved or made payable, from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed, during the now residue of the said term of years). AND moreover, that he the said (*lessee*), his executors and administrators, and all and every person and persons whomsoever, now or hereafter rightfully claiming or possessing any legal or equitable estate, right, title, trust, or interest, in, to, out of, upon, or respecting the said messuages or tenements, pieces or parcels of ground, and other the premises hereinbefore assigned, or otherwise assured or intended so to be, shall and will from time to time, and at all times hereafter, before the expiration of the said term of years, upon every reasonable request, and at the proper costs and expense of the said (*purchasing trustees*), their executors, administrators, or assigns, make, do, execute, and perfect [or cause and procure to be made, done, executed, and perfected], all and every such further and other lawful and reasonable acts, deeds, assignments, and assurances in the law whatsoever, for the further, more perfectly or satisfactorily assigning, confirming, and assuring, all and singular the same messuages, or tenements, and premises, with their respective appurtenances, unto the said

Covenant for further assurance.

PURCHASES.

LEASEHOLDS.

Trustees to Trustees.

(*purchasing trustees*), their executors, administrators, and assigns, for all the residue and remainder which shall be then to come and unexpired of the said term, upon and for the trusts and purposes hereinafter declared, expressed or referred unto concerning the same, or such of them as shall be then subsisting or capable of taking effect, in such manner and form as they the said (*purchasing trustees*), their executors, administrators, or assigns, or other the trustees or trustee of the said premises for the time being, or his or their counsel in the law (being of the degree of a barrister), shall lawfully and reasonably advise and require. AND in consideration of the premises aforesaid, the said (*purchasing trustees*) do hereby, for themselves, their executors, administrators, and assigns, covenant, promise and agree with and to the said (*trustees for sale*) and (*lessee*) respectively, their and each of their executors and administrators, in manner following (that is to say), that they the said (*purchasing trustees*), their executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter during the residue or remainder which is now to come and unexpired of the said term or period of years, or during such part or portion thereof, as they shall or lawfully may have and enjoy peaceable and quiet possession, under or by virtue of these presents, of the messuages, ground and premises expressed to be hereby assigned, according to the true intent and meaning hereof, against the said (*trustees for sale*)

Covenant by purchasers for payment of rent and taxes.

PURCHASES. LEASEHOLDS. *Trustees to Trustees.*

and (*lessee*) and every of them, and all and every person and persons rightfully claiming from or under, or in trust for them as aforesaid, well and truly pay or cause to be paid the yearly rent of £ in and by the said hereinbefore in part recited indenture of lease reserved, at such times and in such manner as the same is thereby reserved and henceforth made payable; and also observe and perform all and every the covenants, provisoes, clauses, conditions, and agreements therein contained, which from henceforth during the said term or period, are or ought to be performed and observed, for and in respect of the said premises, or of any part thereof, and shall and will from time to time and at all times hereafter protect, defend, keep harmless and indemnified the said (*trustees for sale*) and (*lessee*) and each of them, their and each of their executors and administrators, and their and every of their lands and tenements, goods, chattels, and effects, from and against the same rents, covenants, and agreements, and of and from all actions, suits, costs, damages, and expenses whatsoever, which they or any or either of them, shall or may pay or sustain, or which shall or may arise or be occasioned by the non-payment, non-performance, or non-observance thereof respectively, or of any of them (1). IN WITNESS, &c.

Fixtures, &c.

(1) If fixtures, furniture, &c. be also assigned, see variations subjoined to No. LXX. p. 155.

PURCHASES.

LEASEHOLDS.

Trustees to Trustees.

If a policy of assurance be assigned, see *ibid.* p. 158, (B).

Add covenant by the selling trustees for production of the settlement, and if a part only of the demised premises be assigned to the present purchasers, and the lease, &c. be not delivered to them, add a covenant from the vendor for its production, as in *ib.* p. 160, (C).

Policy.
Production of deeds.
Registry, &c.

*** As to the registry, &c. of the lease, see No. LXX. p. 153, in the notes.

PURCHASES.

LEASEHOLDS.

Trustees of Term for raising Portions.

No. LXXXVI.

An Assignment by Trustees *of a* Term, *created by Deed for the purpose of* raising Portions *for younger Children.*

Variations *as in margin below.*

Parties.

THIS INDENTURE, made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the trustees*) of, &c. (trustees for sale of the premises hereinafter described as hereinafter recited), of the one part, and (*the purchaser*) of, &c.

Recital of marriage settlement creating the term.

(who hath contracted for the purchase thereof), of the other part. WHEREAS by indentures (1) of lease and release, bearing date respectively, the and days of , which was in the year , the release being of parts, and made or expressed to be made between, &c. (and purporting to be a settlement made in contemplation of a marriage

---

Will.

(1) If the term were created by will, recite the will as in Vol. II. No. XLIX. p. 358.

PURCHASES.
LEASEHOLDS.
Trustees of Term for raising Portions.

then intended, and which was afterwards solemnised between, &c. the lands and hereditaments hereinafter described, were amongst others limited from and after the decease of the said (*father*) (*or as the case may have been*), to the use of the said (*trustees*) their executors, administrators, and assigns, for the term of five hundred years, upon trust by and out of the rents, issues, and profits of the said premises, or by sale, demise or mortgage thereof, or any part thereof, or by any other lawful means whatsoever, to levy and raise any sum or sums of money not exceeding in the whole the sum of £ for the provision of the daughters and younger sons, if any, of the said then intended marriage, by way of portions on their respectively attaining the age of twenty-one years in the case of a son or sons, and that age or marriage which should first happen in the case of a daughter or daughters. AND it was by the said in part recited indenture declared and agreed, that upon every or any sale of the said premises or any part thereof for a valuable consideration in money, the purchase money thereof should be paid into the hands of the acting trustees or only acting trustee for the time being of the said trust estates, and that the receipts or receipt of such trustees or trustee should be a sufficient discharge or sufficient discharges to any purchaser or purchasers of the same for such purchase money or for so much thereof as in such receipt or receipts should be acknowledged or expressed to be received, and that such purchaser or purchasers should

PURCHASES. LEASEHOLDS. *Trustees of Term for raising Portions.*

not afterwards be answerable for any mis-application or non-application of such purchase money or any part thereof, nor be obliged to inquire into the necessity or expediency of raising the same by any such sale or sales, or otherwise howsoever. AND it was thereby further declared and agreed, that all and every the said lands and hereditaments when sold, or such of them as should be so sold, should thenceforth be and remain unto and be holden and enjoyed by the person or persons to whom or to whose use the same should have been conveyed, freed, exonerated, and absolutely discharged of and from all and every the uses, trusts, estates, provisoes, and limitations by the said indenture limited, declared, or expressed, of or concerning the same, or any of them, or any part thereof (1). AND WHEREAS the said (*father*) has departed this life, leaving an eldest son and younger children, him surviving, viz. &c. AND WHEREAS the said has attained his age of twenty-one years on the day of , and has requested the said (*trustees*) to pay him his said portion or sum of £ .

Contract for purchase.

AND WHEREAS the said (*trustees*) for the purpose of raising the same, have contracted (2) with the

---

(1) "AND also, &c."

Add here any restrictions which may have been imposed by the settler to prevent a purchaser of the term depreciating the reversion.

Sale by auction.

(2) If the premises were sold by public auction, see *ante*, p. 132, n. (1).

said (*purchaser*) for the sale of the messuages and lands hereinafter described, being part of the lands and hereditaments comprised in the said indenture of release, for the residue of the said term of years, at the price or sum of £ . Now THIS INDENTURE WITNESSETH, that in pursuance and execution of the said contract, and in consideration of the sum of £ of lawful money (1) of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*trustees*) in hand well and truly paid by the said (*purchaser*) at the time of the sealing and delivery of these presents, the receipt whereof in full for the purchase of the messuages, &c. hereinafter described, and intended to be hereby assigned, the said (*trustees*) do hereby acknowledge, [and of and from the same and every part thereof do acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said premises, by these presents]. They the said (*trustees*) pursuant to, and in execution of the trusts reposed in them in and by the said hereinbefore in part recited indenture of release [and of all and every other trusts or authorities in any wise enabling

PURCHASES.

LEASEHOLDS.

Trustees of Term for raising Portions.

WITNESS, that in consideration of the purchase money.

The trustees assign.

If by order of the Courts of Chancery or Exchequer, see Vol I. No. XVI. p. 188. Order of court.

(1) If the consideration for the purchase be a transfer of money in the funds, or otherwise than money paid down, see Vol. I. No. XVI. p. 167, n. (8), *et seq.* Consideration.

If the premises were sold by public auction, see *ante*, p. 132. Auction.

PURCHASES. LEASEHOLDS. *Trustees of Term for raising Portions.* Parcels.

them in this behalf], HAVE and each of them HATH bargained, sold, assigned, transferred, and set over, and by these presents DO, and each of them DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL, &c. (1) with all and every the rights, members, easements, and appurtenances to the said messuages, &c. belonging, or therewith or with any part thereof, now or usually occupied or enjoyed. And all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, of them the said (*trustees*) and of each of them as such trustees as aforesaid, of, in, to, or out of the same premises and every or any part thereof, together also with a true and attested copy to be made and delivered at the expense of the said (*trustees*) of the said in part recited indentures of lease and release.

To hold to the purchaser for the residue of the term.

TO HAVE AND TO HOLD the said messuages, or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or otherwise assured, or intended so to be, [and every part and parcel of the same, with their and every of their respective rights, members, easements, and appurtenances], unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth for and during all the re-

---

Parcels.

(1) Insert here an accurate description of the premises intended to be conveyed, by their ancient and present names, situation, &c.

sidue or remainder of the said term or period of years, in or by the said in part recited indenture of release limited or created, which is or may be yet to come and unexpired by effluxion and computation of time, freed and absolutely discharged and exonerated of and from the said sum of £ by the said in part recited indenture of release directed to be raised thereout, and all and every the trusts, powers, declarations, and agreements in the same indenture contained or implied, relative to or concerning the same. AND the said (*trustees*) for themselves (1) severally and respectively, and for their several and respective heirs, executors, and administrators, [and not the one for the other of them, or the heirs, executors, or administrators, or the acts, deeds, or defaults of the other of them, but each for himself only and his own heirs, executors, and administrators, and his and their acts, deeds, and defaults respectively], do and each of them doth hereby covenant and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that they the said (*trustees*) have not nor hath either of them, (each so covenanting separately as aforesaid), at any time heretofore, either together or separately made, done, executed, or knowingly suffered or omitted [nor caused or procured to be made, done, committed, executed, suffered, or omitted, nor been parties or privies,

PURCHASES.

LEASEHOLDS.

Trustees of Term for raising Portions.

Covenant by trustees that they have not incumbered.

(1) See a more distinct form of a covenant by trustees that they have not incumbered, *ante*, No. LXXX. p. 282.

Distinct covenants.

PURCHASES. LEASEHOLDS. *Trustees of Term for raising Portions.*

or party or privy to], any act, deed, matter, or thing whatsoever, whereby or by means whereof the messuages or tenements and premises hereinbefore assigned, or otherwise assured or intended so to be, or any part or parcel thereof, or their or any or either of their appurtenances, or the estate or interest mentioned or intended to be by these presents assigned or otherwise assured, or the said indenture of release, or the term thereby limited or created, are, or is, or can or may be impeached, charged, incumbered, or prejudicially affected in estate, right, title, or otherwise howsoever (1). IN WITNESS, &c.

Production of deeds.

(1) Here may be added a covenant to produce the recited indentures of settlement by which the term was created, see Vol. I. No. XVI. and *ante*, p. 160.

Here may be added such restrictions, if any, as are required by the will or settlement to be imposed on the purchaser, or as may have been agreed upon between him and the trustees; also a privilege of repurchase by the reversioner for the time being.

PURCHASES.

LEASEHOLDS.

Mortgagee under Power of Sale.

No. LXXXVII.

Assignment of Leasehold Premises by a Mortgagee, *under a Power of Sale.*

Variations *as in margin below* (1).

THIS INDENTURE, made the day of in the year, &c. and in the year of our Lord . BETWEEN (*the mortgagee*) of, &c. (a mortgagee with power of sale of the lands and hereditaments hereinafter described) of the one part, and *(the purchaser)* of, &c. (who has contracted for the purchase of the said hereditaments) of the other part. WHEREAS by indenture of demise or lease, bearing date on or about the day of , in the year of our Lord , and made or expressed to be made between (*the lessor*) of, &c. of the one part, and (*the mortgagor or lessee*) of, &c. of the other part, &c. (*recital of lease made to mortgagor*) (2). Recital of lease.

---

(1) See also notes and variations to Vol. II. No. LIV. p. 448, *et seq.* and *ante*, No. LXX. p. 129, *et seq.* Variations.

(2) See *ante*, No. LXX. p. 129.

PURCHASES. LEASEHOLDS. *Mortgagee under Power of Sale.*

AND WHEREAS by an indenture of assignment bearing date on or about the day of in the year and made between the said (*lessee*) of the one part, and the said (*mortgagee*) of the other part, the said (*lessee*) in consideration of the sum of £ to him then advanced by the said (*mortgagee*) assigned and assured the several messuages or tenements, and premises hereinafter described, unto the said (*mortgagee*) his executors, administrators, and assigns, for the residue then to come of the said term of years, SUBJECT nevertheless to a proviso or agreement therein contained, that if the said (*lessee*) his heirs, executors, or administrators, should pay or cause to be paid unto the said (*mortgagee*) his executors, administrators, and assigns, the said sum of £ with interest for the same, after the rate therein mentioned, upon the day of the said (*mortgagee*) his heirs or assigns, should assign the same lands and hereditaments, with their appurtenances, unto the said (*lessee*) his executors, administrators, or assigns, or unto such other person or persons, and in such manner and form as he or they should direct; but if default should be made in payment of the said sum of £ or of the interest thereof, or any part of the same, at the time therein appointed for payment thereof, then and in such case it should be lawful for the said (*mortgagee*) his executors, administrators, or assigns, and he and they were thereby expressly authorised and empowered, either immediately after such default, or at any subsequent time,

PURCHASES.

LEASEHOLDS.

Mortgages under Power of Sale.

without the concurrence of or any further authority from the said (*lessee*) his executors, administrators, or assigns for that purpose, than therein was contained, to sell and dispose of all and singular the said messuages or tenements, and premises, or any part of the same, with their and every of their appurtenants, either together and in one parcel or lot, or in separate parcels or lots, and at one or more time or times, and either by public auction or by private contract, at his or their discretion, and at or for such sum or sums of money as he or they should think fit, and at any such sale or sales to buy in the same or any part thereof, and to resell the same or any part thereof, without being answerable for any loss thereby to be sustained, and to assign and assure all and singular the premises which should be so sold, to or for the person or persons purchasing the same, or his or their executors, administrators, or assigns, or otherwise as he or they should lawfully direct or require, freed and absolutely discharged of and from all equity and right of redemption whatsoever, of or by him the said (*lessee*) his executors, administrators, or assigns, or any person or persons lawfully or rightfully claiming or to claim from, through, or under him, them, or any of them. AND it was thereby declared, that the receipt or receipts of the said (*mortgagee*) or of his executors, administrators, or assigns, should be a sufficient and effectual discharge to the purchaser or purchasers of the same premises, or any part thereof, for his and their purchase-money, and that such purchaser or purchasers, his

PURCHASES. LEASEHOLDS. *Mortgagee under Power of Sale.*

or their executors, or administrators, should not after payment thereof, and taking such receipt, be liable to see to the application thereof, nor be answerable or accountable for any loss, misapplication or nonapplication of the same, or any part thereof, nor be obligated to inquire into the necessity, expediency, reason, or occasion of or for any such sale or sales, or otherwise in relation thereto, in any manner howsoever. AND WHEREAS the said sum of £ was not paid at the time in the said indenture of assignment appointed for payment thereof, and the same still remains due and owing upon the security of the said premises, together with the further sum of £ for years arrears of interest thereupon. AND WHEREAS the said (*mortgagee*) in pursuance of the power or authority so given to or vested in him for the sale and disposition of the said messuages and premises as aforesaid, put up the same to sale by public auction at on or about the day of at which sale the said (*purchaser*) became and was declared to be the highest bidder for the same at the sum of £ , and paid into the hands of the auctioneer the sum of £ by way of deposit, and in part of the said purchase money, and has requested that the same may be now assigned to him in the manner hereinafter expressed.

Default made and arrears of interest.

Sale by auction.

WITNESS. That in consideration of purchase money.

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*mortgagee*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery

of these presents, in full for the absolute purchase of the messuages, &c. and premises hereinafter described, the receipt whereof, and that the same is so in full as aforesaid, the said (*mortgagee*) doth hereby acknowledge, and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said premises, by these presents, HE the said (*mortgagee*) in pursuance and exercise of the power or authority in or by the said in part recited indenture of the day of contained, and thereby given to him as aforesaid, HATH bargained, sold, assigned, transferred, and set over, and by these presents, DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, ALL, &c. (1), with all and every the rights, &c. (2). TO HAVE AND TO HOLD the messuages or tenements, and all and singular other the premises hereinbefore described, and hereby assigned, or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances unto and by him the said (*purchaser*) his executors,

PURCHASES.

LEASEHOLDS.

Mortgagee under Power of Sale.

The mortgagee in pursuance of power bargains, sells, &c.

Parcels.

To HOLD to the purchaser in fee.

(1) Or if the parcels are set out in the recital of the lease or assignment, say, Parcels.

"All and singular the messuages, &c. in or by the said in part recited indenture of assignment assigned to or otherwise vested in the said (*mortgagee*) as hereinbefore is mentioned."

(2) See and continue as *ante*, p. 224.

PURCHASES. LEASEHOLDS. *Mortgagee under Power of Sale.*

administrators, and assigns, for and during all the residue now to come and unexpired by effluxion of time of or in the said term of years, in or by the said in part recited indenture of the day of granted or demised to him the said (*mortgagee*) as hereinbefore is mentioned, freed and absolutely discharged and exonerated of and from the said principal sum of £ and all interest for the same, and all claims and demands whatsoever, by reason of or in relation thereto, in any manner howsoever, but subject nevertheless to the payment of the yearly rent and performance of the covenants and agreements in the said in part recited indenture of demise or lease reserved and contained, which on the part of the tenant or assignee of the said premises are to be paid or performed respectively. AND the said (*mortgagee*) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (*purchaser*) his executors, administrators, and assigns, in the manner following, that is to say, &c. (*Add usual covenants by the mortgagee for title, &c. as in the case of a vendor of leaseholds in ordinary cases* (1), *and covenant by purchaser to pay and perform rent and covenants* (2). IN WITNESS, &c.

Discharged from the said mortgage debt.

Covenant for title, &c.

(1) See *ante*, No. LXX. p. 139. (2) See *ante*, p. 151.

Notice of sale.

*** As to notice of sale to be given to the mortgagor, &c. see *ante*, Vol. II. p. 457.

PURCHASES.

LEASEHOLDS.

Executors, &c. to Purchaser.

No. LXXXVIII.

An Assignment of Leasehold Messuages, &c. by Executors *or* Administrators *of a Lessee, or an Assignee to a Purchaser.*

Variations *where a specific or residuary* Legatee *of the Premises is a Party.*
Other variations as in margin below.

THIS INDENTURE made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN *A. B.* of, &c. and *C. D.* of, &c. executors named and appointed in or by the last will and testament of (*the testator*) late of, &c. deceased, of the first part, (*A. B.*) of, &c. (a legatee (1) of the premises hereinafter described) Parties.

---

(1) Executors (or an only acting executor) or administrators are entitled to sell the leasehold estates without the concurrence of a legatee, even though specifically bequeathed to him, and the purchaser is not liable to have his purchase questioned, unless he had actual notice that the debts, &c. of the testator were wholly satisfied. See Ewer *v.* Corbett, 2 P. Wms. 148. Nugent *v.* Gifford, 1 Atk. 463. Elliot *v.* Merry, 2 *ibid.* 41. Wilkinson *v.* Lockyer, 4 Ves. 36. M'Leod *v.* Drummond, 17 *ibid.* 154. But lest such notice should be proved, it appears to be the safer Legatee party.

PURCHASES. LEASEHOLDS. *Executors, &c. to Purchaser.* Recital of will.

of the second part, and (*the purchaser*) (1) of, &c. of the third part. WHEREAS, &c. (2). AND WHEREAS the said (*testator*) departed this life, possessed of the messuages, &c. comprised in the said indenture of lease, on or about the day of which was in the year having first duly made and published his last will and testament, bearing date the day of in the year , [whereby, amongst other bequests therein contained, he gave and bequeathed the messuage or tenement hereinafter described, subject to the payment of his debts and funeral expenses, unto the said (*legatee*) his executors, administrators, and assigns, for his own proper use and benefit,] and appointed the said (*vendors*) executors of his said will, who soon after the decease of the said testator duly proved the same in the Ecclesiastical Court of the Archbishop

---

way, where the premises are so bequeathed, to procure the legatee of the premises to be a party, and see Romney *v.* Ridgard, 2 Brow. Ch. Rep. 433, 4 *ib.* 130. Hill *v.* Simpson, 7 Ves. jun. 152. Lowther *v.* Lowther, 13 *ib.* 95; nor is the purchaser bound to see the purchase money applied, M'Cleod *v.* Drummond, 17 Ves. 154. Borney *v.* Redyard, 1 Cox, 145.

Devisees in trust.

Where the executors sell, not as executors, but in their characters of devisees in trust for sale, see *ante*, No. LXXX. p. 274.

(1) An executor cannot (it may be noticed) either immediately, or by means of a trustee, become himself a purchaser of any part of the assets of the testator. Hall *v.* Hallett, 1 Cox, 134; and see Vol. I. INTRODUCTION, p. xlix.

(2) Recite the lease granted to the testator, as *ante*, No. LXX. 129; and assignment, if any, as in *ib.* 131, n. (1).

PURCHASES.

LEASEHOLDS.

Executors, &c. to Purchaser.

of Canterbury (1). AND WHEREAS the said (*vendors*) [for the purpose of satisfying the debts and funeral expenses of the said testator which his other estate and effects have been found insufficient wholly to discharge, have, with the consent of the said (*legatee*)] contracted (2) with the said (*purchaser*) for the sale to him of the said (3) messuages or tenements, pieces or parcels of ground, and premises comprised in the said indenture of lease, for the now residue of the said term of years, by the said indenture of lease demised (subject as aforesaid), at or for the price or sum of £ [and the said (*legatee*) for the greater satisfaction of the said (*purchaser*) has agreed to join therein in the manner hereinafter expressed]. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendors*) in hand well and truly paid (4) by the said (*purchaser*) at or immediately before the sealing and delivery of these

Contract for purchase.

WITNESS, that in consideration of the purchase money.

---

(1) If the lessee died intestate, instead of the preceding will, recite the letters of administration, &c. Administration.

(2) If the sale were by public auction, recite as *ante*, No. LXX. p. 132, n. (1). Auction.

(3) If the assignment be of a moiety or other undivided part only of the premises, see *ante*, No. LXXIV. Moiety, &c.

(4) If the sale were by public auction, state the payment of the purchase money, as *ante*, No. LXX. p. 132, n. (1). Auction.

If the sale were by direction of the Court of Chancery, and the money is to be paid into the Bank; or of the Court of Exchequer, Sale by order of court.

PURCHASES. LEASEHOLDS. *Executors, &c. to Purchaser.*

presents, the receipt whereof, and that the same is in full for the purchase of the messuages or tenements, and premises hereinafter described, and intended to be hereby assigned, the said (*vendors*) do hereby acknowledge, and of and from the same do and each of them doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said messuages or tenements, and premises by these presents, They the said (*vendors*) in pursuance and exercise of the powers vested in them in this behalf, as executors of the last will and testament of the said (*testator*) as aforesaid, [and with the privity and full approbation of the said (*legatee*) testified by his sealing and delivering of these presents] HAVE and each of them HATH bargained, sold, assigned, transferred, and set over, and by these presents Do and each of them DOTH bargain, sell, assign, transfer and set over, [And also for and in consideration of the sum of five shillings of like current money at the same time paid to the said (*legatee*) by the said (*purchaser*) the receipt whereof is hereby acknowledged), HE the said (*legatee*) HATH bargained, sold, assigned, ratified and confirmed, and by these presents DOTH grant, bargain, sell, assign, ratify, and confirm,] unto the said (*purchaser*) his exe-

The vendors assign.

---

and the money is to be paid to the Deputy Remembrancer, see variations subjoined to Vol. I. No. XVI. p. 188.

Consideration. If the consideration be other than money paid down, see Vol. I. No. XVI. p. 167, n. (8), and see *post*, p. 379.

PURCHASES.

LEASEHOLDS.

Executors, &c. to Purchaser.

cutors, administrators, and assigns, ALL those (1) the said several messuages or tenements, pieces or parcels of ground, (*or as the case may be*), and all and singular other the premises comprised in and expressed to be demised by the said hereinbefore in part recited indenture of lease, of the day of as hereinbefore is mentioned, with all and every the rights, privileges, easements, and appurtenances to the same premises belonging, or therewith, or with any part thereof, now or usually occupied or enjoyed; together with the said in part recited indenture of lease, and all mesne assignments and underleases, if any, thereof, [with the full benefit of the same and of all and every the covenants, clauses, provisoes, and agreements therein contained, which on the part of the lessor or landlord, or any underlessees or underlessee of the said premises are to be performed or observed,] and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, of them the said (*vendors*) and each of them respectively, as such executors as aforesaid, [and of him the said (*legatee*) as such legatee as aforesaid] of, in, to, out of, or respecting the same premises, and every or any part and parcel thereof. TO HAVE

To hold to the purchaser for the residue of the term.

(1) If any material variation, by reason of new erections or otherwise, have taken place in the description of the premises since the demise or assignment of them to the testator, see *ante*, p. 136, n. (1).

Parcels.

PURCHASES. LEASEHOLDS. *Executors, &c. to Purchaser.*

AND TO HOLD the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or otherwise assured, or intended so to be, with their and every of their rights, privileges, easements, and appurtenances, unto and by him the said *(purchaser)* his executors, administrators, and assigns, from henceforth for and during all the residue or remainder of the said term or period of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion and computation of time. SUBJECT nevertheless to the payment of the yearly rent in and by the same indenture of lease reserved and made payable from and after the day of now last past, and to the performance and observance of the covenants, provisoes, and agreements therein contained, which on his or their part or behalf are or ought to be observed or performed from and after the date of these presents. AND the said *(vendors)* for themselves severally and respectively (1), and for their several and respective heirs, executors, and administrators, [and not the one for the other of them, or the heirs, executors, or administrators, or the acts, deeds, or defaults of the other of them, but each for himself only, and his own heirs, executors, and administrators, and his and

Covenant that the executors have not incumbered.

Distinct covenants.

(1) See a more distinct form of a covenant from several parties that they have not incumbered, *ante*, p. 282, n. (1).

their acts, deeds, and defaults respectively], do and each of them doth hereby covenant and declare, to and with the said (*purchaser*) his executors, administrators, and assigns, that they the said (*vendors*) have not nor hath either of them, (each so covenanting separately as aforesaid) at any time heretofore, either together or separately, made, done, executed, or knowingly suffered or omitted, [nor caused or procured to be made, done, committed, executed, suffered or omitted, nor been parties or privies or party or privy to] any act, deed, matter, or thing whatsoever, whereby or by means whereof the said messuages or tenements, and premises hereinbefore assigned, or otherwise assured, or intended so to be, or any part thereof, or their or any of their appurtenances, or the estate or interest mentioned or intended to be by these presents assigned, or otherwise assured, or the said indenture of lease, or the term thereby granted, are, or is, or can or may be impeached, charged, incumbered, or prejudicially affected in any manner howsoever (1).

PURCHASES.

LEASEHOLDS.

Executors, &c. to Purchaser.

(1) If the executors are merely such, without being entitled to any beneficial interest in the premises under the will or otherwise, this covenant, that they have not done any act to incumber, is the only one which they can be required to enter into, as they are not bound to enter into covenants for the title, Staines *v.* Morris, 1 Ves. and Bod. 12; but if they be beneficially entitled to any part of the purchase money, as next of kin, or the like, they must enter into the usual covenants for the validity

Covenants for title.

PURCHASES. LEASEHOLDS. *Executors, &c. to Purchaser.*

AND in consideration of the premises, the said (*purchaser*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*vendors*) and each of them, and the executors and administrators of each of them, in manner following, (that is to say) that he the said (*purchaser*) his executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, during the residue or remainder which is now to come and unexpired of the said term or period of years, (or during such part or portion thereof as the said (*purchaser*) his executors, administrators, or assigns, shall or lawfully may have and enjoy peaceable and quiet possession of the messuages, ground, and premises expressed or intended to be hereby assigned, under or by virtue of these presents, and according to the true intent and meaning thereof, against the said (*vendors*), their executors and administrators, and all persons rightfully claiming from or under them, or either of them) well and truly pay, or cause to be paid the yearly rent of £ in and by the said hereinbefore in part recited indenture of lease reserved, at such

Covenant by purchaser to pay rent, and perform covenants of the lease.

---

of the lease, &c. &c. in respect of the acts of their testator as well as their own, as in ordinary cases, and so also must a legatee where a party, and entitled to the purchase money. See such covenants, *ante*, p. 267, in which case the preceding covenants entered into by them that they have not incumbered will be omitted.

PURCHASES.

LEASEHOLDS.

Executors, &c. to Purchaser.

times and in such manner as the same is thereby reserved and made payable, and also well and truly pay and satisfy all rates, taxes, duties, and assessments, chargeable upon or payable for or in respect of the said premises, by the tenant, lessee, assignee, or occupier thereof, from and after the said day of now last past; and observe and perform all and every the covenants, provisoes, clauses, conditions, and agreements, which from henceforth during the same term or period, on his or their part or behalf, are or ought to be performed and observed, for and in respect thereof, or of any part thereof; and also shall and will from time to time, and at all times hereafter, protect, defend, keep harmless and indemnified the said (*vendors*) and each of them, their and his executors, and administrators, and their and his lands and tenements, goods, chattels, and effects, of him and them respectively, and of the said (*testator*) deceased, from and against the same rents, covenants, and agreements, and of and from all actions, suits, costs, damages, and expenses whatsoever, which they, or any or either of them, shall or may pay, or sustain, or which shall or may arise or be occasioned by the non-payment, non-performance or non-observance thereof respectively, or any of them (1). IN WITNESS, &c.

And indemnify the vendors therefrom.

---

(1) If fixtures, furniture, &c. be included in the purchase, see *ante*, p. 155.

If a policy of insurance be also assigned, see *ibid.* p. 158.

PURCHASES.

LEASEHOLDS.

Executors, &c. to Purchaser.

Provisoes, &c.

If the lease be not delivered to the purchaser, see covenant to produce, as *ante*, No. LXX. p. 160.

*** For various provisoes, &c. to be added, when circumstances make it requisite, see Vol. I. No. XVI. p. 188, *et seq.* and *ante*, No. LXX. p. 155, *et seq.*

If the premises be situated in Middlesex, see *ante*, No. LXX. p. 153.

(A) *Declaration of Trust by Executors of Bond given to them by Purchaser for Payment of Purchase Money, retained by him during the Minority of Children entitled to Legacies charged upon the Estate.* See *ante*, p. 372, *note*.

"AND WHEREAS, &c. AND WHEREAS the said and are now under the age of twenty-one years, (*i. e.* the said of the age of , or thereabouts, and the said of the age of , or thereabouts.) AND WHEREAS the said premises, so agreed to be purchased by the said (*purchaser*) as aforesaid, are subject to and chargeable with the payment of the said several portions or sums of money to which the said and are entitled as hereinbefore is mentioned. And inasmuch as the said (*legatees*) cannot during their respective minorities execute any effectual release or discharge for the said portions or sums, it was agreed on the contract for the said purchase that the sum of £ being the amount of the said portions or sums to which the said and are so entitled, should be retained by the said (*purchaser*) out of the said purchase money upon his entering into a bond or obligation for securing the payment thereof, with interest, at the times and in manner hereinafter for that purpose mentioned. And the said (*purchaser*) by his bond or obligation in writing bearing even date with these presents, has accordingly become bound to the said in the penalty of £ with a condition thereunder written for making void the said bond on payment by the said (*purchaser*) his heirs, executors, or administrators, unto the said , or the survivor of them, his executors, administrators, or assigns, of the said sum of £ and the interest thereof, at the time and manner following, viz. the sum of £ being one moiety or half part thereof, with interest for the same after the rate of

PURCHASES. LEASEHOLDS. *Executors, &c. to Purchaser.*

five per cent. per annum, on the day of next ensuing the date of these presents, and the like sum of £ , being the remaining moiety or half part thereof, together with interest for the same after the rate aforesaid, on the day of , which will be in the year of our Lord Upon and for the trusts, intents, and purposes hereinafter declared concerning the same. NOW THEREFORE THIS INDENTURE FURTHER WITNESSETH, that in consideration of the premises aforesaid, and in pursuance of the said agreement in this behalf, it is hereby covenanted, declared, and agreed by and between the several parties to these presents, that they the said , and the survivor of them, and the executors, administrators, and assigns of such survivor, shall and will stand possessed of and interested in the said sum of £ , and the interest thereof, as and when the same, or any part thereof, shall be paid or come to their or his hands, upon the trusts, for the intents and purposes, and subject to the provisoes and agreements following (that is to say) as to and concerning the sum of £ (being one moiety or equal half part of the said sum of £) and the interest thereof, In trust for the said until she shall attain her age of twenty-one years, or shall die under that age without lawful issue, or shall neglect or refuse to execute such deed or deeds as hereinafter is or are mentioned or referred to, and in case the said shall attain her age of twenty-one years, and shall execute such deed or deeds aforesaid, then upon trust to pay the said sum of £ and all interest accrued due in respect of the same, to her the said or her assigns, for her or their own use and benefit; And in case the said shall die under the age of twenty-one years, and without lawful issue, then that they the said and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of and interested in the said sum of £ and all interest accrued due and to become payable in respect of the same, in trust for the person or persons as shall be entitled thereto under or by virtue of the said will of the said (*testator*) deceased; And as to the like sum of £ (being the

PURCHASES. LEASEHOLDS. *Executors, &c. to Purchaser.*

other moiety or equal half part of the said sum of £ and the interest of the same, In trust for the said until he shall attain his age of twenty-one years, or shall die under that age, or shall neglect or refuse to execute such deed or deeds hereinafter mentioned or referred to as aforesaid; And in case he the said shall attain his age of twenty-one years, and shall execute such deed or deeds as aforesaid, upon trust to pay the said last mentioned sum of £ and all interest due in respect of the same to the said or his assigns, for his and their own use and benefit, &c. &c. PROVIDED ALWAYS NEVERTHELESS, and it is hereby declared and agreed upon, by, and between the said parties to these presents, that in case the said shall attain her age of twenty-one years, and shall for the space of six calendar months then next ensuing neglect or refuse to execute or join in executing any deed or deeds which shall or may be necessary or expedient for effectually releasing and discharging the said several premises so purchased by the said (*purchaser*) as aforesaid, and the several tenants, proprietors, and occupiers thereof, of and from the payment of the said sum of £ to which the said is entitled to the interest thereof, and every part thereof respectively, and of and from all claims and demands in respect of the same, upon tender being made by the said *(purchaser)* his heirs or assigns, unto the said of the said sum of £ and of the interest accrued due thereon, and of such deed or deeds for execution, then and in such case it shall and may be lawful to and for the said (*purchaser*), his heirs, executors, and administrators, to retain the said sum of £ without being afterwards answerable for or obliged to pay any interest for or in respect of the same, in order to indemnify him the said (*purchaser*) his heirs, executors, administrators, and assigns, from the payment of the said sum of £ and all claims and demands in respect of the same. PROVIDED ALSO, (*Similar proviso as to the other minor attaining twenty-one; the said hereinbefore recited bond or obligation, or any thing therein contained to the contrary in anywise notwithstanding.*) IN WITNESS, &c.

No. LXXXIX.

An Assignment of a Messuage and School to a Purchaser.

THIS INDENTURE made the day of BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS, &c. *(recital of lease and assignment if any to the vendor)* (1). AND WHEREAS the said (*purchaser*) hath contracted with the said (*vendor*) for the purchase of the said messuage with the appurtenants, and also of the benefit of the seminary or establishment of the said (*vendor*) now carried on in the said messuage for the education of young gentlemen, at the sum of £ and also for the fixtures, utensils, and things mentioned in the schedule hereunder written at a fair valuation or appraisement, and the same have at the time of the sealing and delivery hereof been valued to the satisfaction of both the said parties hereto at the sum of

Recital of lease.

Contract for purchase of the messuage and school.

And fixtures, &c. at a valuation.

(1) For the recital of a lease, see *ante*, p. 129; and of an assignment, *ante*, p. 131, n. (1).

£ . AND WHEREAS the said (*vendor*) hath agreed to accept of the bond of the said (*purchaser*) for payment of the said sum at the end of six months after the date hereof; and the said (*purchaser*) hath this day duly executed and delivered to the said (*vendor*) a bond or obligation in writing for payment thereof accordingly, bearing even date with these presents. NOW THIS INDENTURE WITNESSETH, that in pursuance and further execution of the said agreement, and for and in consideration of the said sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*), at or immediately before the execution hereof, the receipt of which said sum of £ in full for such purchase as aforesaid the said (*vendor*) doth hereby acknowledge, and of and from the same doth acquit, release, and for ever discharge the said (*vendor*) and the said premises by these presents, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, ALL that the said messuage and dwelling-house, &c. in or by the said in part recited indenture of lease demised, and therein and hereinbefore particularly described, with all and every the houses, out-houses, hereditaments, and appurtenances whatsoever, to the same or any part thereof belonging, or with

PURCHASES.

LEASEHOLDS.

School.

Bond to be given for amount.

WITNESS, the vendor assigns to purchaser.

Messuage and school.

PURCHASES. LEASEHOLDS. *School.*

the same used or enjoyed; and all the estate, right, title, interest, claim and demand whatsoever, of him the said (*vendor*), therein and thereto, together also with the said recited indenture of lease, and all benefit and advantage thereof. AND further, that for the considerations aforesaid, He the said (*vendor*) HATH also bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*) his executors, administrators, and assigns, all his right, title, interest, property, profit, possibility of profit, future emolument and advantage, claim and demand whatsoever of, in, to, or out of, the said boarding school, academy, or seminary, which from and after the day of now last past, can, shall, or may arise or accrue by reason or means of the tuition, maintenance, and education of children or others in or upon the said messuage or dwelling-house and premises hereby assigned or assured as aforesaid. TO HAVE AND TO HOLD the said messuage or dwelling-house, out-houses, buildings, and premises hereinbefore bargained, sold, and assigned, or otherwise assured as aforesaid, or expressed and intended so to be, unto him the said (*purchaser*) his executors, administrators, and assigns, from the day of now last past, for and during all the residue and remainder now to come and unexpired by effluxion of time, of or in the said term of years, in or by the said recited indenture of lease thereof or therein granted or de-

To hold said messuage.

mised, in as full, ample, and beneficial manner to all intents and purposes as he the said (*vendor*) his executors or administrators could have had, holden, or enjoyed the same if these presents had not been made; but subject nevertheless to the payment of the rent and to the performance and observance of all and every the covenants and agreements in the said recited indenture of lease reserved and contained, and on the tenant's or lessee's part or behalf to be paid, observed, or performed respectively; and to have and to hold the said school, academy, or seminary, and all emoluments and advantages thereof or thereunto incident or belonging, or on account of the tuition, maintenance, or education of children, unto him the said (*purchaser*) his executors, administrators, and assigns, from the day of now last past, wholly and absolutely for all the interest whatsoever of him the said (*vendor*) in or concerning the same. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*) his executors, administrators, and assigns in the manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever by him the said (*vendor*) at any time or times heretofore made, done, committed, or knowingly suffered, to the contrary, the hereinbefore in part recited indenture of lease is a good and valid lease, and the estate and interest thereby demised still subsisting for the now residue of the said term of years

And school.

Covenant by vendor that lease is valid.

PURCHASES. LEASEHOLDS. *School.*

the same used or enjoyed; and all the estate, right, title, interest, claim and demand whatsoever, of him the said (*vendor*), therein and thereto, together also with the said recited indenture of lease, and all benefit and advantage thereof. AND further, that for the considerations aforesaid, He the said (*vendor*) HATH also bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*) his executors, administrators, and assigns, all his right, title, interest, property, profit, possibility of profit, future emolument and advantage, claim and demand whatsoever of, in, to, or out of, the said boarding school, academy, or seminary, which from and after the day of now last past, can, shall, or may arise or accrue by reason or means of the tuition, maintenance, and education of children or others in or upon the said messuage or dwelling-house and premises hereby assigned or assured as aforesaid. TO HAVE AND TO HOLD the said messuage or dwelling-house, out-houses, buildings, and premises hereinbefore bargained, sold, and assigned, or otherwise assured as aforesaid, or expressed and intended so to be, unto him the said (*purchaser*) his executors, administrators, and assigns, from the day of now last past, for and during all the residue and remainder now to come and unexpired by effluxion of time, of or in the said term of years, in or by the said recited indenture of lease thereof or therein granted or de-

To hold said messuage.

PURCHASES.
LEASEHOLDS.
School.

mised, in as full, ample, and beneficial manner to all intents and purposes as he the said (*vendor*) his executors or administrators could have had, holden, or enjoyed the same if these presents had not been made; but subject nevertheless to the payment of the rent and to the performance and observance of all and every the covenants and agreements in the said recited indenture of lease reserved and contained, and on the tenant's or lessee's part or behalf to be paid, observed, or performed respectively; and to have and to hold the said school, academy, or seminary, and all emoluments and advantages thereof or thereunto incident or belonging, or on account of the tuition, maintenance, or education of children, unto him the said (*purchaser*) his executors, administrators, and assigns, from the day of now last past, wholly and absolutely for all the interest whatsoever of him the said (*vendor*) in or concerning the same. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*) his executors, administrators, and assigns in the manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever by him the said (*vendor*) at any time or times heretofore made, done, committed, or knowingly suffered, to the contrary, the hereinbefore in part recited indenture of lease is a good and valid lease, and the estate and interest thereby demised still subsisting for the now residue of the said term of years

And school.

Covenant by vendor that lease is valid.

PURCHASES. LEASEHOLDS. *School.*

thereby demised, and not in any wise impeached, charged, incumbered, or prejudicially affected in title, estate, interest, or otherwise howsoever; And that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) at the time of the sealing and delivery of these presents hath free and lawful right, power, and authority to assign and transfer the same respectively to the said (*purchaser*) his executors, administrators, and assigns in the manner hereinbefore expressed. And also that he the said (*purchaser*) his executors, administrators, and assigns shall or lawfully may peaceably and quietly have, hold, use, occupy, possess, and enjoy all and singular the said messuage, &c. and other the property and premises hereby assigned or expressed and intended so to be, and have, take, and receive the rents, issues, and profits thereof, to and for his and their own use and benefit, without any hindrance, denial, molestation or interruption, claim or demand whatsoever, of, from, or by him the said (*vendor*), or any person or persons claiming or to claim by, from, under, or in trust for him or them, in any manner howsoever. And this indenture, &c. that for and in consideration of the said sum of £ so mentioned to be secured to the said (*vendor*) by the bond of the said (*purchaser*) as aforesaid, he the said (*vendor*) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators,

Hath right to assign.

Quiet enjoyment.

Further Witness, bargain and sale of fixtures.

PURCHASES.

LEASEHOLDS.

School.

and assigns, all and singular the household furniture, goods, chattels, linen, fixtures, utensils, and things set forth and expressed in the inventory or schedule thereof, hereunto annexed or hereunder written, or intended so to be; To have and hold and retain the same and every of them unto and by him the said (*purchaser*) his executors, administrators, and assigns, as and for his and their own proper goods, chattels, and effects. AND the said (*vendor*) for himself, his executors, and administrators, doth by these presents, and from time to time, and at all times hereafter will warrant and defend all and singular the said household furniture, goods, chattels, linen, fixtures, utensils, and things hereby assigned or mentioned and intended so to be, unto him the said (*purchaser*) his executors, administrators, and assigns, against him the said (*vendor*) his executors and administrators, and all and every other person and persons whomsoever. AND moreover, the said (*vendor*) doth hereby covenant, promise, and declare to and with the said (*purchaser*) his executors, administrators, and assigns, that he the said (*vendor*) shall not nor will at any time or times hereafter open, keep, set up, conduct, engage, or be concerned in, either alone or jointly, with any other person or persons whomsoever, or directly or indirectly, any school, academy, seminary, or profession, or place of education of or for the tuition, maintenance, or education of children in any way or manner howsoever, within the dis-

Warranty.

Vendor covenants not to set up another school.

PURCHASES. LEASEHOLDS. *School.*

tance of miles from aforesaid, so long as he the said (*purchaser*) his executors, administrators, or assigns, do or shall conduct, carry on, or be concerned in any such profession as aforesaid, without the consent in writing of the said (*purchaser*) testified under his hand and seal.

Covenant by purchaser to pay and perform rent and covenants.

AND the said (*purchaser*) doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree with and to the said (*vendor*) his executors and administrators, that he the said (*purchaser*) his executors, administrators, or assigns, shall and will from henceforth, from time to time, and at all times hereafter for and during all the residue or remainder now to come of the said term of years, in and by the said recited indenture of lease granted, well and truly pay and discharge the yearly rent or sum of £ thereby reserved or made payable for or in respect of the said messuage and premises hereby assigned; and also perform and observe all and singular the covenants and agreements in the said in part recited indenture of lease contained, which on the tenant's or lessee's part or behalf are and ought to be paid, done, and kept.

And pay taxes.

[AND also shall and will well and truly bear, pay, and discharge all rates, taxes, charges, and assessments of what nature or kind soever, which now are or which shall or may during the continuance of the aforesaid term be lawfully imposed, charged, or assessed on the said premises by authority of parliament or otherwise howso-

ever, and payable by the tenant or lessee thereof.] And also shall and will from henceforth during all the continuance of the said term, save, defend, keep harmless, and indemnified the said (*vendor*) and his executors and administrators, and his and their respective goods and chattels, and estates and effects whatsoever, from the payment of the said rent and taxes, and performance of the said covenants and agreements, and every of them. IN WITNESS, &c.

PURCHASES.

LEASEHOLDS.

School.

And indemnify vendor.

PURCHASES.

Good will.

No. XC.

Assignment of a Trade or the Good-will of a Business to a Purchaser (1).

THIS INDENTURE made the day of in the year, &c. and in the year of our Lord . BETWEEN the (*vendor*) of, &c. of the one part, and the said (*purchaser*) of, &c. of the other part.

Recitals. WHEREAS the said (*vendor*) hath for many years past carried on the trade of , in the messuage, &c. in which he now dwells, situate, &c. AND WHEREAS the said (*vendor*) being desirous of retiring from the said trade or business, hath agreed with the said (*purchaser*), for the sale, disposition, or relinquishment to him thereof, and of the implements, utensils, and stock in trade

(1) It has been much doubted whether the good-will of a business is legally assignable; but the case of Bunn v. Guy appears to have established the affirmative. But whether the business of an attorney is saleable is still questioned, see Bunn v. Guy, 4 East, 191, Bozon v. Farlow, 1 Meriv. 459; but where there is no *mala fides* on the part of the vendor, I do not see that they can be impeached.

PURCHASES.

Good-will.

thereof, and also the lease of the messuage and premises where the said business is carried on, in consideration of the premium or sum of £ .

Witness, in consideration, &c.

Now this Indenture witnesseth that for and in consideration of the sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, in hand well and truly paid to the said (*vendor*) by the said (*purchaser*), at or immediately before sealing and delivery of these presents, the receipt whereof as of and for a full premium or consideration to him the said (*vendor*), for the relinquishing to or in favour of the said (*purchaser*), the said trade or business of a , now carried on by him the said (*vendor*), &c. as aforesaid, and the purchase and assignment of the lease of the said premises, where the said business is now carried on, and the utensils, implements, and stock in trade thereof, as the said utensils, implements, and stock in trade are particularly mentioned in a schedule or inventory annexed to a bill or sale bearing even date herewith.

Vendor assigns good-will, &c.

He the said (*vendor*) Hath granted, bargained, sold, assigned, relinquished, and quit-claimed, and by these presents Doth as much as in him lies, grant, bargain, sell, assign, relinquish, and quit-claim unto him the said (*purchaser*), his executors, and administrators, All and singular the good-will, interest, and advantage of the connections and customers whatsoever, which he the said (*vendor*) now hath, in or concerning the said trade or business of , as the same hath

PURCHASES.

Good-will.

been and now is carried on, exercised, or enjoyed by him the said (*vendor*); And also all the benefit of the services of all and every the apprentices now with or bounden to him the said (*vendor*), for and during such term and terms of years as they respectively have or under or by indenture of their respective indentures of apprenticeship, are obliged to serve, and subject in all things to the terms and conditions thereof, and all claims and demands whatsoever of him the said (*vendor*), in, to, or concerning the same, or in any wise relating thereto. To have, hold, and enjoy the said good-will, trade, or business, and other the premises hereinbefore assigned, or otherwise assured or intended so to be, unto and by him the said (*purchaser*), his executors, administrators, and assigns, to and for his and their own proper use, benefit, and advantage. And the said (*vendor*) for the considerations aforesaid, doth for himself, his heirs, executors, and administrators, covenant, promise, and agree, with and to the said (*purchaser*), his executors, administrators, and assigns, by these presents, in the manner following (that is to say), that he the said (*vendor*), shall not, nor will at any time from henceforth, during the term or space of years, next ensuing the date of these presents, either by or for himself, or for or with any other person or persons whatsoever in trust for him, or to or for his use, benefit, or advantage, take any house, shop, or other place whatsoever within the space of miles from the town of aforesaid, wherein or

To hold to the purchaser, his executors, &c.

Covenant by vendor not to set up the same trade.

PURCHASES.

Good-will.

whereby to set up, exercise, or in any sort or manner howsoever to use or follow the trade or business (1) of , unless by and with the consent in writing of him the said (*purchaser*), his executors, administrators, and assigns, under his or their hand or hands. AND also that it shall be lawful for him the said (*vendor*), his executors, administrators, and assigns, at all times from henceforth, to have and take, to and for his and their own use and benefit, all the profit, proceed, gain, and advantage, which shall or may arise, or be had or made by or from any of the present customers or connections in trade of him the said (*vendor*), and also all benefit, profit, and advantage whatsoever, to be had or derived from the services of his said several apprentices during the time of their respective apprenticeships, without any hindrance, interruption, claim, or demand whatsoever of or by him the said (*vendor*), or any person or persons claiming or to claim from or under him or them, or by or through his or their acts or means, and that in as full and ample manner as he the said (*vendor*) could or might have enjoyed the same in case these presents had not been made; AND FURTHER that he the said (*vendor*), shall and will during the space of calendar months next hereafter con-

Quiet enjoyment.

To promote the purchaser's trade, &c.

(1) The sale of the good-will of a trade will not prevent the vendor from setting up the same trade again, without an express covenant of restriction; Shackle *v.* Baker, 14 Ves. 468, Creswell *v.* Lye, 17 Ves. 335, 1 Rose, 123, S. C. Harrison *v.* Gardner, 2 Madd. 219.

PURCHASES. Good-will.

tinue to reside in the dwelling-house, where the said trade or business is now carried on, and to the utmost of his power promote and encourage the customers and connections in trade of him the said (*vendor*), being or becoming the customers of and dealers with him the said (*purchaser*); and for the more effectually establishing and confirming the said (*purchaser*), in the said trade or business, it is hereby declared and agreed, by and between the parties hereto, that it shall be lawful for the said (*purchaser*), at any time during the said term of calendar months, to wait upon any of the present customer or customers of him the said (*vendor*), in the name of him the said (*vendor*), as often as he shall think fit or find occasion so to do. And moreover that he the said (*vendor*) shall and will during the said term of calendar months when requested thereunto by the said (*purchaser*), at all reasonable and convenient times appear in his own proper person in the shop, counting-house, or place where the said trade or business is carried on, or to any such customer or customers, who now are, or shall or may, at any time hereafter during the same term, happen to come to or frequent the said shop or place of trade. And for the ends and purposes last aforesaid, and otherwise it is hereby further agreed, by and between the said parties, that he the said (*vendor*) shall have the full and free use and enjoyment of the floor of the said dwelling-house where the said business is now carried on, for himself and his family and friends, for the space

PURCHASES.

Good-will.

of next ensuing the date hereof, together with the use of the kitchen and yard, for all necessary and usual purposes, without rendering or paying any rent for the same, with free liberty of ingress, egress, regress, way and passage in, to and from the same, at all seasonable times during the said term, without any let or hindrance of the said (*purchaser*), his executors, administrators or assigns. And for the due observance and performance by and on the part of him the said (*vendor*), of all and every the stipulations and agreements by him entered into with the said (*purchaser*), by these presents he the said (*vendor*) doth bind himself and his heirs, executors, and administrators, in the sum of £ , for and by way of liquidated damages (1). AND, &c. (2). IN WITNESS, &c.

---

(1) "In the purchase of nothing more than the good-will of a trade, the vendor will be at liberty to set up the same trade in any other situation; but against this the purchaser has the choice of several securities; he may rest upon the assurance of the vendor, or he may take a covenant; but resting on a covenant he can have nothing more than an action for damages, which is an extremely imperfect remedy. The parties may therefore proceed to ascertain for themselves what shall be the damages from time to time, and unless they are so awkward as to put that in the shape of a penalty instead of liquidated damages, there is a perfect and absolute remedy." Per Eldon. Ch. in Shackle *v.* Baker, 14 Ves. 409.

Assignment of lease.

(2) Here may be added, by way of FURTHER WITNESS, an assignment of the lease and fixtures of the premises where the business is carried on, as *ante*, No. LXX. p. 155, No. LXXI. p. 179, n. (1).

PURCHASES.

Under an Execution.

No. XCI.

An Assignment of Leasehold Premises *by the Sheriff, to a Purchaser, under an Execution.*

Variations *where the Execution was by Elegit.*
Where the Assignment is made to the Plaintiff.

THIS INDENTURE, made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN *(the sheriff)* of, &c. sheriff of the county of , of the one part, and (*the purchaser, or* the *plaintiff, as the case may be*) of, &c. of the other part. WHEREAS the said plaintiff as of term now last obtained a judgment in his Majesty's Court of King's Bench against (*the debtor*) of , in the county of , for a debt or sum of £ and £ for costs of suit [or sixpence damages] as by the said judgment remaining on record in the said court will appear, and thereupon a writ of *fieri facias* was sued forth directed to the sheriff of the said county, and before the return of the said writ (1)

Recital of *fi. fa.* &c.

---

(1) The sheriff by the writ of *fi. fa.* has authority to sell the leasehold property of the debtor, and this authority does not cease upon the return of the writ, or even the expiration of his office;

PURCHASES.

Under an Execution.

(that is to say) on the day of now last past was delivered to the said (*sheriff*) sheriff as aforesaid to be executed (1). AND WHEREAS the said (*debtor*) at the time of the delivery of the said writ to the said sheriff was possessed of and entitled to one messuage or tenement, &c. for a certain term or number of years then and still in being and unexpired, at and under a certain rent reserved in or by a demise or lease granted to him thereof, or some mesne assignments therefrom derived, or otherwise, which said messuage or tenement the said sheriff soon afterwards by virtue of the said writ took in execution and seised into his hands. [(2) AND WHEREAS the said messuage,

---

but having once seized, he is authorised to do all necessary acts to complete the sale. 2 Roll. Ab. 893. Clark *v.* Withers, 6 Mod. 295; and may consequently execute the assignment to the purchaser notwithstanding the return of the writ. Doe dem. Stevens *v.* Donston, 1 Barn. and Ald. 230.

(1) If the premises be extended by elegit, say, Elegit.

"AND WHEREAS by virtue of the said judgment, a writ of execution by way of elegit was awarded and directed to the sheriff of the county of , and by force thereof, and an inquisition taken thereon, the said sheriff did find and certify that the said (*debtor*) at the time of the said judgment obtained of taking the said inquisition, was seised in fee-simple of [or possessed for the remainder of a term of years then to come] of a messuage, &c. with the appurtenances, situated, &c. of the clear yearly value of £ over and above all reprizes, as by reference, &c. as by the said judgment, inquisition, and return thereof remaining on record in the said Court of King's Bench, reference being thereto had, will more fully appear."

(2) If the assignment be to the plaintiff in the action, omit the recital between brackets. Plaintiff.

PURCHASES.

Under an Execution.

WITNESS. Assignment of the premises by the sheriff.

&c. having been duly advertised for sale, and in pursuance of such advertisement put up to sale by public auction at on the day of the said (*purchaser*) became the highest bidder for and the purchaser of the same at the sum of £ and thereupon paid down the sum of £ by way of deposit, and in part of the said purchase money, and hath now requested that an assignment may be made to him of the said premises as hereinafter is contained.] NOW THIS INDENTURE WITNESSETH that for and in consideration of the said sum of £ (1), so already paid by the said (*purchaser*) by way of deposit, and in part of the said purchase money or sum of £ as aforesaid, and of the further sum of £ of lawful current money of that part of the United Kingdom called England, by him to the said (*sheriff*) in hand well and truly paid at the time of the sealing and delivery of these presents, the receipt and payment respectively of the said sums, and making together the sum of £ in full discharge of the said purchase money, the said (*sheriff*) doth hereby acknowledge, and for divers other considerations. HE the said (*sheriff*) HATH bargained, sold, assigned, and set over, and by these presents, as much as in him

---

Plaintiff.

(1) If the assignment be to the plaintiff, say,

"The sum of £ of lawful, &c. being the sum at which the said messuage and premises are appraised in for payment and satisfaction of the said debt and damages, in hand well and truly paid, &c." *as above.*

PURCHASES.

Under an Execution.

lies and as he lawfully can or may, DOTH bargain, sell, assign, and set over, to the said (*purchaser*), his executors, administrators, and assigns, ALL that, &c. (1) with all and every the appurtenances to the same belonging. AND all the estate, right, title, term of years, interest, claim, and demand whatsoever, which he the said (*debtor*) or any other person or persons in trust for him heretofore had, or might, could, or ought to have therein or thereunto, and which he the said (*sheriff*) can or may assign or set over in anywise howsoever. TO HOLD (2) the said messuage, &c. with all and every the appurtenances to the same belonging, unto him the said (*purchaser*) his executors, administrators, and assigns, in as large and beneficial a manner to all intents and purposes as he the said (*debtor*) his executors, administrators, or assigns, or any other person in trust for him or them may or in anywise ought to enjoy, and as he the said (*sheriff*) is in anywise enabled by virtue of the said writ of *fieri facias* to grant, sell, or dispose of

---

(1) If the extent be on an elegit, say, Elegit.

"One moiety or equal half part, the whole into two equal parts being considered as divided, of the said messuages, &c. found in the said hereinbefore in part recited inquisition."

(2) If the extent were by elegit, say, Elegit.

"To HOLD the said moiety, or equal half part, unto the said (*purchaser*) and his assigns, as his freehold according to the form of the statute in that case made and provided, until £ debt and costs and damages of the said shall be fully levied."

PURCHASES.

Under an Execution.

the same. [(1) AND the said (*plaintiff*) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (*sheriff*) his executors and administrators, that he the said (*plaintiff*) his executors, administrators, and assigns, shall and will at all times hereafter save and keep harmless and indemnified him the said (*sheriff*) and his under-sheriff, and their and each of their executors and administrators, of and from all actions, suits, troubles, charges, damages, and expenses whatsoever, which may happen or arise against, or be occasioned to him, them, or any of them, for or by reason of the seizure, sale, or assignment aforesaid, or any account which may be lawfully demanded or required concerning the same.] IN WITNESS, &c.

(1) This covenant will of course be omitted, where the assignment is to a purchaser.

No. XCII.

An Assignment of a Pew, *or* Seat in a Church (1), *to a Purchaser.*

THIS INDENTURE, made the day of in the year, &c. and in the year . Recitals.
WHEREAS, &c. *(recital of vendor's title to the pew).*
AND WHEREAS the said (*vendor*) hath agreed with the said (*purchaser*) for the sale and assignment of his right and interest in the said pew for the residue now to come of the said term of years, at the price or sum of £ . Now Witness. In consideration, &c.
THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland, called England,

(1) Pews belong to the parishioners at large; and the distribution of them amongst the parishioners to the churchwardens, subject, on complaint, to the control of the ordinary. The parson has no authority in this respect, further than as one of the vestry; nor has the vestry any except in respect of the weight which their opinion ought to have with the ordinary and churchwardens. Tattersall *v.* Knight, 1 Phill. 232. Pettman *v.* Bridger, *ib.* 316. Pew.

PURCHASES. *Pew.*

to the said (*vendor*) in hand well and truly paid by the said (*purchaser*), at or immediately before the sealing and delivery of these presents, the receipt whereof as and for the purchase of the pew or seat and premises hereinafter described, and intended to be hereby assigned, the said (*vendor*) doth hereby ackowledge, and of and from the same doth acquit, release, and for ever discharge the said (*purchaser*), his executors, administrators and assigns, and also the said premises by these presents, HE the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over, unto the said (*purchaser*) his executors, administrators, and assigns, ALL that pew, inclosure, or place, situated and being on the side of the aisle of the parish church of and numbered in the county of , as the same was lately occupied by him the said (*vendor*) and his family, with all and every the rights, privileges, advantages, and appurtenances whatsoever, to the same belonging, or in anywise appertaining, or with the same now or heretofore usually occupied or enjoyed, and all the estate, right, title, interest, faculty, possession, property, claim and demand whatsoever, at or by the civil, canon, or other law, or in equity of him the said (*vendor*) in, to, or concerning the same. TO HAVE AND TO HOLD the said pew, inclosure, or place hereby assigned, or otherwise assured or intended so to be, with the appurtenances, unto and by him the said

The vendor assigns, &c.

To hold to the purchaser for the term of years.

(*purchaser*) his executors, administrators, and assigns, for all the residue or remainder now to come and unexpired by effluxion of time of or in the said term of years, in and by the said in part recited indenture of the day of granted or demised to him the said (*vendor*) as hereinbefore is mentioned, To the end and intent that he the said (*purchaser*) his executors, administrators, and assigns, and his and their family and families, or friends, shall or lawfully may from time to time, and at all times hereafter, during the now residue or remainder of the said term, peaceably and quietly enter into, have, use, occupy and enjoy the same for all such purposes and upon all such occasions as hath been or is or shall or may be customary in attending divine service, and other the rites and ceremonies of our holy church, in the said church of to be performed. And the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*) his executors, administrators, and assigns, that he the said (*purchaser*) his executors, administrators, and assigns, and his and their families and friends, shall or lawfully may from time to time, and at all times hereafter, during the now residue or remainder of the said term of years, by effluxion of time, peaceably and quietly have, hold, use, and enjoy the said pew, enclosure, or place hereby assigned, or otherwise assured, or intended so to be, for the ends and purposes aforesaid, or otherwise without any hindrance,

PURCHASES.

Pew.

Covenant for quiet enjoyment.

PURCHASES. *Pew.*

disturbance, interruption, claim or demand whatsoever, of or by him the said (*vendor*), his heirs, executors, or administrators, or of or by his or their family or friends, or other person or persons whomsoever, lawfully or rightfully claiming or to claim the same, or any sitting, use or enjoyment thereof, through, from, or under him, them, or any of them. AND for the better securing to the said (*purchaser*) the full and free benefit and use of the said pew and premises according to the true intent and meaning of these presents, He the said (*vendor*) doth hereby make, constitute and appoint , one of the proctors of the ecclesiastical court at , or any other proctor or proctors of the said court, to appear for him the said (*vendor*) in the said court, or elsewhere, and for him and on his behalf, but at the costs and charges of the said (*purchaser*) his executors, administrators, or assigns, at any time or times whatsoever, to give and acknowledge the consent, approbation, and direction of him the said (*vendor*) for confirming, assuring, and establishing the said pew and premises to him the said (*purchaser*) his executors, administrators, and assigns, and family, or otherwise according to the practice of the said court, he the said (*vendor*) hereby ratifying and confirming, and promising and agreeing to ratify and confirm all and whatever the said or other proctor or proctors as aforesaid, shall as proctor or attorney for him the said (*vendor*) lawfully do or assent to, or cause to be done or assented to, in or concerning the premises. AND further pro-

Letter of attorney.

Not to revoke power.

mising, declaring, and agreeing not to revoke, annul, or defeat these premises, or the power or authority hereby given to his said attorney in any wise howsoever, but from time to time, and at all or any time or times, at such costs and charges as aforesaid, to establish and confirm the same, as and when and in such manner as occasion shall require. AND the said (*purchaser*) for himself, his heirs, executors, and administrators, doth covenant with the said (*vendor*), his executors, and administrators, that he the said (*purchaser*) his executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, during the residue or remainder of the said term of years, well and truly pay or cause to be paid all and every the dues, rates, and contributions whatsoever, which shall or may be lawfully and rightfully made and demanded for or in respect of the pew, seat, and premises hereby assigned, or otherwise assured. AND at his and their own costs and expense do and perform all requisite and needful repairs and decorations to or about the same during such the said residue of the said term, and well and fully protect, indemnify, and save harmless him the said (*vendor*), his heirs, executors, and administrators, from and against the same. IN WITNESS, &c.

Covenant by purchaser to pay dues, &c. and indemnify vendor.

No. XCIII.

An Assignment of a Rent reserved on a Demise of Leasehold Premises.

THIS INDENTURE made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS by an indenture of demise or lease bearing date on or about the day of which was in the year , and made or expressed to be made between (*the original lessor or ground landlord's lessor*) therein described to be of, &c. of the one part, and (*the present vendor*) of the other part, the said (*original lessor*) demised and leased unto the said (*vendor*) his executors, administrators, and assigns, certain pieces or parcels of ground, messuages or tenements, and premises, &c. situated at in the county of as therein more particularly described. To HOLD the same with the appurtenants unto the said (*vendor*) his executors, administrators, and assigns, from the day of then last past, for the term of

Recital of original lease.

years to be thence next ensuing, under and subject to the yearly rent of £ and the several covenants, provisoes, and agreements therein contained on the part of the said (*vendor*) his executors, administrators, and assigns, to be paid, performed, or observed respectively. AND WHEREAS by indenture of demise by way of underlease bearing date the day of and made or expressed to be made between the said (*vendor*) of the one part, and (*the underlessee*) of, &c. of the other part, the said (*vendor*) demised and leased unto the said (*underlessee*) his executors, administrators, and assigns, the messuage or tenement, and premises therein and hereinafter more particularly described, being part and parcel of the messuages or tenements, and premises comprised in and demised by the said hereinbefore in part recited indenture of lease of the day of , To hold the same unto the said (*underlessee*) his executors, administrators, and assigns, from the day of then last past, for the term of years to be thence next ensuing, under and subject to the yearly rent of £ and the several covenants, provisoes, and agreements therein contained, on the part of the said (*underlessee*) to be respectively paid, performed, or observed. AND WHEREAS the said (*purchaser*) hath agreed with the said (*vendor*) (1) for the purchase of the said

Recital of underlease.

Contract for purchase.

(1) If the sale was by public auction, see *ante*, No. LXX. p. 138, n. (1).

Auction.

PURCHASES.

Leasehold Rent.

yearly rent or annual sum of £ reserved by the said in part recited indenture of demise or underlease, at the sum of £ . Now THIS

WITNESS, that in consideration, &c.

INDENTURE WITNESSETH, that in pursuance and execution of the said agreement, and for and in consideration of the sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the said yearly rent or annual sum of £ , the said (*vendor*) doth hereby acknowledge, and of and from the same and every part thereof doth fully and absolutely acquit, release, discharge, and exonerate the said (*purchaser*) his executors, administrators, and assigns, by these presents, HE the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*) his executors, administrators, and assigns, ALL that the said yearly rent or annual sum of £ reserved and made payable to the said (*vendor*) his executors, administrators, or assigns, in or by the said in part recited indenture of demise or underlease of the day of (1). TOGETHER also

The vendor assigns to purchaser.

Parcels.

The aforesaid reserved rent.

Counterpart of lease.

Surplus rent.

(1) If the vendor sell the surplus difference only of the rent,

with the counterpart of the said recited indenture, and the full benefit and advantage of all and every the covenants, provisoes, and agreements therein contained, which on the part of the said (*underlessee*) his executors, administrators, and assigns, are to be observed, kept, or performed in the respect of the said yearly rent and premises. AND all the estate, right, title, interest, trust, property, possession, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) in, to, or concerning the said yearly rent or annual sum of £ and all and all manner of powers and authorities, and benefit and advantage of distress and entry, and other powers, authorities, and remedies reserved to or otherwise vested in him the said (*vendor*) his executors, administrators, and assigns, in or by the said in part recited indenture of the day of or otherwise howsoever, for receiving, recovering, or enforcing the payment thereof or of any part thereof. TO HAVE, hold, receive, take, and enjoy the said yearly rent or annual sum of £ hereby assigned, or intended so to be, unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth, for and

PURCHASES.

Leasehold Rent.

To HOLD to the purchaser for the residue of the term.

---

between that reserved by the original and that reserved by the underlease, add,

"Subject nevertheless to the payment of the yearly rent or annual sum of £ reserved or made payable in or by the said in part recited indenture of demise or original lease of the day of ."

PURCHASES.

Leasehold Rent.

during all the residue and remainder which is or may be to come and unexpired of the said term of years by the said hereinbefore in part recited indenture of the day of , granted as aforesaid, and that in as full, ample, and beneficial a manner to all intents and purposes as he the said (*vendor*) now holds and enjoys, or heretofore held and enjoyed, or as he, his executors, or administrators, could have enjoyed the same in case these presents had not been made(1).

FURTHER WITNESS. Vendor demises the premises to purchaser.

AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, and for the better enabling the said (*purchaser*) to enforce the payment of the said yearly rent of £ hereby assigned, and for the considerations aforesaid, he the said (*vendor*) HATH demised and leased, and by these presents DOTH demise and lease unto the said (*purchaser*) his executors, administrators, and assigns, ALL (2), and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) in, to, or concerning the said indenture, messuage, and premises respectively; TO HAVE and to hold the said messuages, hereditaments, and premises lastly hereby

To hold for term of underlease and three days more.

Power of attorney.

(1) Here may be added a power of attorney to authorise the assignee to use the name of the assignor in destraining or other proceedings for recovery of the assigned rent.

Parcels.

(2) Here insert a particular description of the premises comprised in the underlease, and in respect of which the reserved rent is payable.

demised or otherwise assured, or intended so to be, unto the said (*purchaser*) his executors, administrators, and assigns, for and during the full end and term of years and days to commence and be computed from (1) the day of and from thenceforth next ensuing, and fully to be complete and ended. YIELDING and paying therefore yearly and every year during the said term the rent of a peppercorn, if demanded. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*) his executors, administrators, and assigns, in the manner following (that is to say) that for and notwithstanding any act, matter, or thing by him the said (*vendor*) done or omitted to the contrary, the said hereinbefore in part recited indenture of demise or original lease of the day of is a good, valid, and effective lease both at law and in equity, and now subsisting and in force for the residue of the said term of years, thereby granted as aforesaid by effluxion of time, and in nowise become forfeited or otherwise void or voidable; and also that for and notwithstanding any act or thing by him the said (*vendor*) done or knowingly suffered to the contrary, the said hereinbefore in part recited indenture of demise or underlease of the day of , and the covenant for pay-

PURCHASES.

Leasehold Rent.

Covenant by vendor that original lease is good.

And underlease.

(1) Insert the time of the commencement of the underlease.

PURCHASES.

Leasehold Rent.

ment of rent thereby reserved, is and are at the time of the sealing and delivery of these presents good, valid, and effectual both at law and in equity, and that he the said (*vendor*) his heirs, executors, or administrators, shall not nor will take advantage of any act, deed, omission, or default made or done, or to be made or done by the said (*underlessee*), whereby the said indenture or the estate or interest expressed to be thereby demised, is or shall or may be or become void or voidable, to the hurt or prejudice of the said (*assignee*) his executors, administrators, or assigns, or his or their estate or interest under or by virtue of these presents; and also that the said yearly rent or sum or annual sum of £ by the same indenture reserved or made payable, and hereby assigned, or intended to be so, is now subsisting and payable to the said (*vendor*) his executors, administrators, and assigns, for all the residue now to come of the said term of years by the said indenture of lease granted as aforesaid. AND that he the said (*vendor*) hath at the time of the sealing and delivery of these presents good right, and full, lawful, and absolute power, authority, and title to grant, bargain, sell, and assign the same yearly rent or annual sum of £ and other the premises by these presents assigned, or otherwise assured, or intended so to be, unto the said (*purchaser*) his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. AND also that he the said (*pur-*

Will not vacate.

Right to assign.

Quiet enjoyment.

chaser) his executors, administrators, and assigns, shall or lawfully may upon and immediately after the sealing and delivery of these presents at all times, and from time to time thereafter, during the residue or remainder which is or may be now to come of the said term of years, in or by the said part recited indenture of demise or underlease, granted as aforesaid, or mentioned or intended so to be, have, receive, take, retain, and enjoy the same yearly rent or annual sum of £ and all benefit and advantage of the said indenture, whereby the same is so reserved or made payable as aforesaid, to and for his and their own proper use and benefit. AND that free and clear, and freely, clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*vendor*) his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against the yearly rent or sum of £ in or by the said in part recited indenture of the original lease reserved or made payable, and all former and other assignments, conveyances, assurances, judgments, executions, estates, rights, titles, charges, and incumbrances whatsoever, which at any time heretofore or hereafter has or have been, or shall or may be made, done, committed, executed, or knowingly permitted or suffered, by [him the said (*vendor*) or by any other] person or persons whomsoever. AND moreover, that he the said (*vendor*) his executors and administrators, and all and every person

Free from incumbrances.

Further assurance.

PURCHASES. *Leasehold Rent.*

and persons now or hereafter claiming or possessing any estate, right, title, interest, in, to, upon, or concerning the said yearly rent or annual sum of £ hereby assigned as aforesaid, or otherwise assured, or intended so to be, or any part thereof, from or through him, them, or any or either of them, shall and will at any time or times hereafter, before the expiration of the said term of years, at the request and expense of the said (*purchaser*) his executors, administrators, or assigns, make, do, execute, and perfect, or cause to be made, done, executed, and perfected, all such further and other lawful and reasonable acts, deeds, matters, and things whatsoever, as well for the more perfectly and absolutely or satisfactorily assigning and assuring unto the said (*purchaser*) his executors, administrators, or assigns, of the said yearly rent, in or by the said in part recited indenture of underlease, expressed or intended to be reserved or made payable as aforesaid, and the full benefit and enjoyment thereof, as also for enabling him and them to recover and receive the same, according to the true intent and meaning of these presents, in such manner and form as he, they, or his or their counsel in the law, being of the degree of a barrister, shall lawfully and reasonably advise and require (1). IN WITNESS, &c.

(1) If the assignor sell the rent reserved by the underlease clear of the rent reserved by the original lease, add covenant by assignor to pay and indemnify purchaser from the rent reserved by the original lease; see *ante*, p. 149, 178.

No. XCIV.

An Assignment of Land Tax Rent for a Term of Years (1) *to a Purchaser (very concise Form).*

THIS INDENTURE, made the day of in the year, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS by a deed poll or

Recital of assignment by commissioners to vendor.

(1) See the act of 42 Geo. III. c. 116.

By this act (sec. 152, 154), the commissioners, in default of redemption by the owner, &c. of the land, are empowered to make sale of the land tax charged thereupon, in which case the hereditaments shall be for ever discharged from such land tax; but the purchasers thereof, their heirs, successors, and assigns, shall thenceforth be entitled to receive, and be deemed to be in the seisin and possession of a yearly rent or sum as a fee farm rent, equal in amount to the land tax purchased, to be issuing out of the land on the same days as the land tax was before payable, and the purchasers shall have priority of security on the said lands over every other incumbrance thereon, and may exercise the same powers, &c. for recovery thereof by distress or otherwise, as landlords for recovery of rent reserved in leases.

If the purchase be of the fee of such rent, the form of the conveyance, after the appropriate recitals, will be similar to that of a fee-farm rent, *ante*, No. LXV. p. 60.

PURCHASES. *Land Tax Rent.*

instrument in writing, bearing date on or about the day of , under the hands and seals of and , two of the commissioners appointed for the purposes of an act passed in the forty-second year of the reign of his late majesty, George III. (1), for consolidating the provisions of the several acts passed for the sale and redemption of the land tax into one act, they the said commissioners did certify that they had contracted and agreed with A. B. therein described, for the redemption by him of £ land tax, being the land tax charged upon the premises following (that is to say), on a messuage situated at , in the occupation of , &c. and by the said deed or instrument, the consideration of such redemption is declared to be £ capital stock in the three per cent. bank annuities consolidated, to be transferred to the commissioners for the reduction of the national debt at the Bank of England, as therein mentioned. AND WHEREAS by a paper writing bearing date on or about the day of under the hand of , it was certified and acknowledged that the said £ had been duly transferred by the said (*A. B.*) to the said (*commis-*

(1) The commissioners under the land tax act, 42 Geo. III. c. 116, s. 154, have merely an authority as servants of the crown, without any estate or interest in the property; Williams v. Steward, 3 Mer. 494.

PURCHASES.

Land Tax Rent.

sioners), in conformity to the said act. AND WHEREAS the said deed poll or instrument hereinbefore recited was duly registered, as required by the said act, as by a certificate under the hand of , reference being thereunto had, will appear. AND whereas the said , by his last will and testament, bearing date on or about the day of , in the year , for reasons and motives therein mentioned, gave, devised, and bequeathed, the said yearly rent charge unto the said (*vendor*), his executors, administrators, and assigns, for his and their own proper use and benefit, for the term of sixteen years, to commence from the day of his decease, with divers remainders over, as in his said will is recited. AND whereas the said (*testator*) departed this life on the day of in the year , without revoking or altering his said will, and appointed the said (*vendor*) sole executor thereof, who soon after the decease of the said (*testator*), duly proved the same in the Prerogative Court of the Archbishop of Canterbury, as by reference to the said will, now in the said court, and the probate thereof respectively will more fully appear. AND whereas the said (*purchaser*) hath contracted with the said (*vendor*) for the purchase of the said yearly sum of £ , at or for the price or sum of £ . NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to the said

Contract for purchase.

WITNESS, in consideration of the purchase money.

PURCHASES. *Land Tax Redt.*

(*vendor*) in hand well and truly paid by the said (*purchaser*), at or before the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge [and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, by these presents], HE the said (*vendor*) HATH granted, bargained, sold, assigned, and transferred, and by these presents DOTH grant, bargain, sell, assign, and transfer, unto the said (*purchaser*) his executors, administrators, and assigns, ALL that the said yearly sum of £ as for and being the whole or equal amount of the land tax (*or as the case may be*)(1), charged upon the messuages described in the hereinbefore in part recited deed poll or instrument in writing, mentioned to bear date on or about the day of [and so devised or bequeathed to the said (*vendor*) by the said in part recited will as aforesaid]. To have, hold, receive, perceive, take, and enjoy the said yearly sum of £ , as and being such land tax as aforesaid, unto and by him the said (*purchaser*), his executors, administrators, and

Vendor assigns, &c.

To hold to purchaser, his executors, &c.

(1) By sec. 112 of this act, it is declared that persons making sales or contracts for sale, for the purpose of redeeming the land tax, shall after registry of the contract have the full benefit of the land tax, contracted for in the same manner as if they had completed their contracts; and see sec. 91, 110, by which such contracts are made assignable by the contracting parties or their representatives.

PURCHASES.

Land Tax Rent.

assigns, for and during all the residue or remainder now to come and unexpired of the said term of years, so in or by the said in part recited will of the said (*testator*) deceased, given and bequeathed, or mentioned so to be as aforesaid, to and for his and their own proper use and benefit, as fully and beneficially, and with all benefit and advantages, and powers and remedies of and for the same, which he the said (*vendor*) now or immediately before the execution of these presents doth or did hold and enjoy the same. And the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said (*purchaser*), his executors, administrators, and assigns, that for and notwithstanding any act or thing by him the said (*vendor*) done or occasioned, he the said (*vendor*) is lawfully entitled to the said yearly sum of £ , and hath lawful right to assign and assure the same in the manner hereinbefore expressed. And also that he the said (*purchaser*), his executors, administrators and assigns shall or may at all times hereafter hold and enjoy the said yearly sum without any interruption or disturbance whatsoever, by the said (*vendor*), or any person or persons claiming under or in trust for him, or by or through his or their acts, means, or defaults. And that free from all charges and incumbrances by him or them committed or occasioned. AND further, that he the said (*vendor*), and all persons claiming under him shall at all times hereafter, at the re-

Covenant by vendor for title.

Right to assign.

Quiet enjoyment.

Free from incumbrances.

Further assurance.

PURCHASES.

Land Tax Rent.

quest and expense of the said (*purchaser*), his executors, administrators, or assigns, execute and perfect all such further acts, deeds, conveyances, and assurances, for the better or more satisfactorily assigning, conveying, and assuring the aforesaid yearly sum unto him and them, as he or they shall reasonably require. IN WITNESS, &c.

No. XCV.

Assignment of an Annuity *or Rent Charge for Life issuing out of a* Freehold *Estate* (1) *to the Vendor his* Executors, *&c.*

Variations *where it is issuable out of or secured upon* Leasehold *Premises.*
Where out of or upon Money in the Funds.

THIS INDENTURE made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the first part, (*the vendor's trustee*) of, &c. of the second part, (*the purchaser*) of, &c. of the third part, and (*the purchaser's trustee*), of &c. (a trustee named and appointed by and on the behalf of the said (*purchaser*), for the purposes hereinafter mentioned), of the fourth part WHEREAS, &c. (*recital of grant of annuity*) (2). Parties.

(1) See also notes, No. LXVI. p. 71, and for the transfer of an annuity, see WILDE's SUP. No. CLXXXIX. p. 449.

(2) See *ante*, No. LXVI. p. 71.

PURCHASES. ment of rent thereby reserved, is and are at the time of the sealing and delivery of these presents good, valid, and effectual both at law and in equity, and that he the said (*vendor*) his heirs, executors, or administrators, shall not nor will take advantage of any act, deed, omission, or default made or done, or to be made or done by the said (*underlessee*), whereby the said indenture or the estate or interest expressed to be thereby demised, is or shall or may be or become void or voidable, to the hurt or prejudice of the said (*assignee*) his executors, administrators, or assigns, or his or their estate or interest under or by virtue of these presents; and also that the said yearly rent or sum or annual sum of £ by the same indenture reserved or made payable, and hereby assigned, or intended to be so, is now subsisting and payable to the said (*vendor*) his executors, administrators, and assigns, for all the residue now to come of the said term of years by the said indenture of lease granted as aforesaid. AND that he the said (*vendor*) hath at the time of the sealing and delivery of these presents good right, and full, lawful, and absolute power, authority, and title to grant, bargain, sell, and assign the same yearly rent or annual sum of £ and other the premises by these presents assigned, or otherwise assured, or intended so to be, unto the said (*purchaser*) his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. AND also that he the said (*pur-*

Leasehold Rent.

Will not vacate.

Right to assign.

Quiet enjoyment.

PURCHASES.

Annuity.

whereof, and that the same is in full for the absolute purchase of the said annuity or yearly rent-charge, the said (*vendor*), doth hereby acknowledge, and of and from the same doth acquit, release, exonerate, and for ever discharge the said (*purchaser*), his executors, administrators and assigns, by these presents, HE the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*), his executors, administrators, and assigns, ALL that the said annuity, yearly rent-charge, or annual sum of £ in and by the said hereinbefore in part recited indenture of the day of granted unto the said (*vendor*), his executors, administrators, and assigns, and charged or chargeable upon or issuing and payable out of the messuages, &c. demised by or comprised in the said in part recited indenture, as hereinbefore is mentioned, and all arrears (if any) thereof, and all the estate, right, title, interest, trust, property, possession, powers, remedies, claims and demands whatsoever, both at law and in equity of him the said (*vendor*), in, to, or concerning the same, and every or any part thereof, together also with the said hereinbefore in part recited indenture, and all remedies and powers thereby given for the same, and all benefit and advantage thereof respectively. TO HAVE AND TO HOLD the said annuity, yearly rent-charge or annual sum of £ and all and singular other the premises

The vendor assigns the annuity.

To hold to the purchaser.

PURCHASES. hereinbefore assigned or otherwise assured or intended so to be, unto and by him the said *(purchaser)*, his executors, administrators, and assigns, from the day of now last past, for and during the term of the natural life of the said *(grantor) (or as the case may be)* (1), as and for his and their own proper annuity, yearly rent charge, or annual sum, and as fully, absolutely, and beneficially, to all intents and purposes whatsoever, as he the said (*vendor*), now holds and enjoys, or could or might have had, holden, received, taken, or enjoyed the same, if these presents had not been made; SUBJECT nevertheless to the proviso or power in the said recited indenture contained for the repurchase of the said annuity or yearly rent-charge by the said *(grantor)* upon the terms and in the manner therein mentioned. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, HE the said *(vendor)* HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over unto the said (*purchaser*), his executors, administrators, and assigns, ALL that the said judgment so entered up against the said

Annuity.

Subject to power of repurchase.

FURTHER WITNESS, The vendor assigns the judgment.

Nominees. (1) If the annuity be granted during the lives of nominees, say,

"During the natural lives of the said (*nominees*) and the life of the survivor or longest liver of them."

(grantor), by virtue of the said hereinbefore in part recited warrant of attorney as hereinbefore is mentioned, and all and every sum and sums of money whatsoever, now being or hereafter to become due thereupon, and all benefit and advantage to be had or derived from or under the same, and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*), in, to, or concerning the same, To HAVE AND TO HOLD the said judgment and other the premises lastly hereby assigned, unto the said (*purchaser*), his executors, administrators and assigns, to and for his and their own use and benefit. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, HE the said (*vendor*) HATH bargained, sold, &c. *(assignment of policy of assurance on grantor's life)* (1). AND for the better and more effectually enabling the said (*purchaser*), his executors, administrators, and assigns, to enforce the payment of the said sum of £ , due upon the said judgment, and also to recover such sum or sums of money as shall be payable by virtue of the said policy of assurance, HE the said (*vendor*) HATH made, deputed, constituted, and appointed, and by these presents DOTH make, depute, constitute, and appoint the said (*purchaser*), his executors, administrators, and assigns, his true and lawful attorney and attorneys irrevocable, for him the said (*vendor*),

FURTHER WITNESS, The vendor assigns the policy of assurance.

Power of attorney to receive sums due on judgment and on policy of assurance.

(1) See *ante*, No. LXVI. p. 84.

PURCHASER. *Annuity.*

and in his name or otherwise, but for the sole use and benefit of the said (*purchaser*), his executors, administrators, and assigns, to sue out and take or cause to be sued out and taken, any execution or executions upon the said judgment, and upon payment of the said sum of £ and costs, to acknowledge satisfaction upon the record of the said judgment, and to make or give any other release or discharge for the same; and also for and in the name of the said (*vendor*), his executors, or administrators, or otherwise, to ask, demand, sue for, recover and receive of and from the said insurance office, and all and every the person or persons to whom it doth, shall or may belong to pay the same, the said sum of £ , or any other sum or sums of money which shall or may be payable for or by virtue of the said hereinbefore in part recited policy of insurance, and to sign and give receipts, acquittances, and other proper and effectual releases and discharges for the same; and on non-payment thereof, or of any part thereof respectively, to use and take all such lawful and equitable ways and means for obtaining or recovering the same as shall be deemed necessary or expedient in that behalf; and also from time to time to substitute, nominate, and appoint one or more attorney or attorneys under him the said (*purchaser*), his executors, administrators, or assigns, and him and them at his or their pleasure to displace or remove; and generally for and in the name of the said (*vendor*), his executors, or administrators, to do, make, exe-

PURCHASES. Annuity.

cute, and perfect all and every or any other lawful act and acts, thing and things whatsoever, which shall be deemed requisite or expedient in or concerning the premises, as fully and amply to all intents and purposes whatsoever, as he the said (*vendor*), his executors, or administrators, might or could do or have done if these presents had not been made; HE the said (*vendor*) hereby transferring unto the said (*purchaser*), his executors, administrators, and assigns, his full and whole right, power and authority in and concerning the premises; and hereby ratifying, allowing, and confirming, and promising and agreeing to ratify, allow, and confirm all and whatsoever the said (*purchaser*), his executors, administrators, or assigns, or his or their attorney or attorneys shall lawfully do or cause to be done in or about the same by virtue of these presents. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid [and in consideration of the sum of five shillings of lawful current money of England, to the said (*vendor's trustee*), in hand at the time aforesaid, well and truly paid by the said (*purchaser's trustee*), the receipt whereof is hereby acknowledged], He the said (*vendor's trustee*), by the direction and appointment of the said (*vendor*), and at the request and nomination of the said (*purchaser*), testified by their severally being parties to, and signing and sealing these presents, HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell,

FURTHER WITNESS. The assignor's trustee assigns the premises.

PURCHASES.

Annuity.

assign, transfer, and set over, unto the said *(purchaser's trustee)*, his executors, administrators, and assigns, ALL and every (1) the messuages, &c. and other the premises comprised in, and granted and demised by the said hereinbefore in part recited indenture, or intended to be as aforesaid, together with all and singular the rights, members, and appurtenances whatsoever, to the same premises belonging, or in any wise appertaining, and all the estate, right, title, interest, term and terms of years now to come and unexpired, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *(vendor's trustee)* of, in, to or respecting the same. TO HAVE AND TO HOLD the said messuages or tenements, and all and

To hold to the purchaser's trustee.

Money in the funds.

(1) If the annuity be secured upon a life interest in money in the funds, say,

"ALL and every the dividends, interest, and annual proceeds of the said sum of £ three per cent. consolidated bank annuities, comprised in the said hereinbefore in part recited indenture, and thereby assigned to the said *(vendor's trustee)* as hereinbefore is mentioned, and all the estate, right, title, interest, trust, property, possession, claim, and demand whatsoever, both at law and in equity, of him the said *(vendor's trustee)* of, in, to, and out of the same, or any part thereof, under or by virtue of the said in part recited indenture, or otherwise howsoever. TO HAVE, HOLD, receive, and take the said dividends, interest, and other the premises lastly hereinbefore assigned, or intended so to be, unto the said *(purchaser's trustee)*, his executors, administrators, and assigns, UPON THE TRUSTS, &c." *as above.*

PURCHASES.
Annuity.

singular other the premises last hereby assigned, or mentioned or intended so to be, with their respective appurtenances, unto the said (*purchaser's trustee*), his executors, administrators, and assigns, from henceforth for and during all the residue and remainder now to come and unexpired of and in (1) the said term of years, in and by the said hereinbefore in part recited indenture granted or demised as aforesaid, UPON THE TRUSTS nevertheless, and to and for the ends, intents, and purposes in or by the said indenture declared or expressed concerning the same, and so and in such manner, that all the benefit and advantage thereof, so far as the same concern, and are for the benefit of the said (*vendor*), shall and may be had, received, and enjoyed by the said (*purchaser*), his executors, administrators, and assigns, according to the true intent and meaning of these presents. AND the said (*vendor's trustee*), (*Covenant by the*

---

(1) If the annuity were secured upon leasehold premises, say, Leaseholds.

"Of and in the said term of years, by the said indenture of lease granted, and by the said in part recited indenture assigned to the said (*trustee*) as hereinbefore is mentioned, SUBJECT nevertheless to the payment of the yearly rent of £ and to the performance and observance of the several covenants, provisoes, stipulations and agreements in the said indenture of lease contained, on the tenant, lessee, or assignee's part to be paid, performed, or observed respectively, UPON THE TRUSTS," &c. *as above.*

PURCHASES. *vendor's trustee that he has not incumbered)* (1). AND the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare with and to the said (*purchaser*), his executors, administrators, and assigns, that for and notwithstanding any act, deed, matter or thing by him the said (*vendor*), made, done, omitted, or knowingly suffered to the contrary, the said annuity, yearly rent charge, or annual sum of £ in and by the said hereinbefore in part recited indenture granted, and hereby assigned, or otherwise assured or intended so to be, and the several securities given for the same, and policy of assurance aforesaid, is and are now subsisting, and good and valid both at law and in equity. AND that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*), at the time of the sealing and delivery of these presents, hath good right, full power, and lawful and absolute title and authority to bargain, sell, and assign the same annuity or yearly rent charge, and the several securities for the same, and policy of assurance, unto the said (*purchaser*), his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. AND further that he the said (*vendor*) shall not nor will at any time hereafter during the subsistence or continuance of the said annuity or yearly rent charge, without the con-

Annuity.

Covenant by vendor that the annuity is subsisting.

And that he hath right to assign.

Will not prejudice.

(1) See *ante*, p. 244.

sent in writing of the said (*purchaser*), first had and obtained for that purpose, make, do, execute, or knowingly occasion or suffer any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said annuity or yearly rent-charge, judgment, policy of assurance, letter of attorney, or other the remedies or securities for the same, or the said policy of assurance, or any money to grow due in respect thereof, can, shall, or may be released, discharged, vacated, or otherwise prejudicially affected in any manner howsoever, or the said (*purchaser*) his executors, administrators, or assigns, prevented, hindered, or delayed, in or from receiving, taking, or enjoying the same respectively, and the full benefit thereof, to and for his and their own use and benefit. And moreover, that he the said (*vendor*), his executors and administrators, and all and every person or persons claiming, or to claim the said annuity, or yearly rent charge, or other the premises hereby assigned, or otherwise assured or intended so to be, from, under, or in trust, for him or them, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect, or cause to be made, done, executed, and perfected, all and every such further or other acts, deeds, matters, and things whatsoever, for the better, more perfectly and absolutely or satisfactorily assigning, assuring, and confirming the same respectively or any part thereof, unto

PURCHASES.

Annuity.

Further assurance.

PURCHASES. *Annuity.*

the said (*purchaser*), his executors, administrators, and assigns, and in such manner and form as he or they, or his or their counsel in the law, shall reasonably advise and require (1). IN WITNESS, &c.

Moiety, &c.

(1) If a part only of the annuity be sold, see 2 WILDE'S SUP. No. CLXXXIX. p. 463, n. (19).

PURCHASES.

Personal Annuity.

No. XCVI.

An Assignment of a Personal Annuity *left by* Will, *or secured by Deed* (1).

THIS INDENTURE of two parts, made the day of , [*in the year of the reign, &c. and] in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS, (2). AND WHEREAS Parties. Recitals.

---

(1) Annuities granted by deed are generally charged upon or made to issue out of land, in which case they are not properly annuities, though usually so called, but rent-charges, of which an assignment will be found *ante*, No. LXVI. p. 71. That of which a form is here given, is therefore supposed to be an annuity given by will, but is suited by means of variations subjoined, to the equally probable circumstances of its being granted by deed, or secured by money in the funds or other personal security. Personal annuity.

* Where brevity is particularly desired, those parts within brackets may be omitted. Brevity.

(2) If the annuity be left or directed to be paid by will, recite the will, death of testator, and probate of will; and if it be created by marriage settlement, recite such settlement. Will or settlement.

If by grant, bond, &c. recite,

" WHEREAS by a certain indenture bearing date the Annuity secured by grant, &c.

PURCHASES.

Personal Annuity.

WITNESS, that in consideration of the purchase money,

the said (*purchaser*) hath contracted with the said (*vendor*) for the absolute purchase (1) of the said annuity or annual sum of £ and all arrears [if any] thereof, for the sum of £ . Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said *(purchaser)*, at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the said annuity or annual sum

---

day of , and made or expressed to be made, between, &c. (and duly enrolled in the High Court of Chancery according to the statute in that case provided) the said (*grantor*) for the considerations therein expressed, and by a certain bond, and warrant of attorney to confess judgment thereon, bearing even date respectively with the said indenture, and so enrolled as aforesaid, granted and secured unto the said (*vendor*), his executors, administrators, and assigns, an annuity or clear yearly sum of £ to commence from the day of , and to be payable out of and charged upon a certain sum of £ 3 per cent. consolidated bank annuities in the said indenture particularly mentioned (*or as the case may be*), during the natural life of ; but subject to a power for the said *(grantor)*, his executors, administrators, or assigns, to repurchase the same at the sum of £ on giving calendar months notice thereof, as in the said indenture is expressed."

(1) If the sale were by public auction, see *ante*, No. LXX. p. 139, n. (1).

PURCHASES.

Personal Annuity.

of £ , the said (*vendor*) doth hereby acknowledge [and of and from the same and every part thereof, doth acquit, release, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, by these presents, He the said (*vendor*) [HATH bargained, sold, assigned, transferred, and set over, and by these presents] DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL that the said hereinbefore in part recited annuity, or yearly sum of £ so bequeathed [*or* granted] to him the said (*vendor*) in or by the last will and testament of the said (*testator*) deceased, [*or* the said in part recited indenture] as aforesaid, and all arrears and sums of money, if any, now due, or which shall from time to time, or at any time hereafter, grow or become due and payable for or in respect thereof, by virtue of the said in part recited will [*or* indenture] or otherwise howsoever, and all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) of, in, to, or concerning the same (1).

The vendor grants and assigns.

---

(1) If the annuity were secured by grant, &c. add,

Annuity by grant, &c.

"And also the said in part recited indenture, bond, and judgment so confessed and entered up upon the said bond as aforesaid *(or as the case may be)*, and all monies to be recovered under or by virtue of the same, and all other powers, remedies, and lawful means whatsoever now or

PURCHASES.

Personal Annuity.

To hold to the purchaser for the life of the vendor.

TO HAVE, hold, receive, perceive, take, and enjoy the said annuity or yearly sum of £ (1) and other the premises hereby assigned, or mentioned or intended so to be, as aforesaid, unto and by him the said (*purchaser*), his executors, administrators, and assigns, from the day of for and during the term of the natural life of him the said (*vendor*) as and for his and their own proper monies and effects, and that as fully, absolutely, effectually, and beneficially to all intents and purposes, as he the said (*vendor*) could or might have had, received or enjoyed the same, if these presents had not been made. And the said (*vendor*) doth hereby accordingly direct the said (*trustees or executors*), and each and every of them, and all and every other the trustees or executors for the time being, of the said in part recited [indenture *or* will], to pay the said annuity or yearly sum of £ from and after the day of unto the said (*purchaser*), his executors, administrators, or assigns, or otherwise as he or they shall require in that behalf, and doth hereby declare that the receipt of him the said (*purchaser*), his executors, administrators, ap-

---

immediately before the execution of these presents, vested in or belonging to him the said (*vendor*) for recovering or compelling payment of the same annuity."

Redemption.

(1) Add, if the case be so,

"Subject to redemption as in the said indenture is expressed."

Personal Annuity.

pointees, or assigns, shall at all times and from time to time be a sufficient discharge for the same. *(Add here a letter of attorney to receive the annuity)* (1). AND the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant, and declare, with and to the said *(purchaser)*, his executors, administrators, and assigns, in manner and form following (that is to say) that the said annuity or yearly sum of £ . hereby assigned or mentioned or intended so to be, is still and now subsisting and good and valid, both at law and in equity. AND that he the said (*vendor*) hath not at any time heretofore assigned the same or any part thereof, or made, done, executed, committed, or knowingly suffered, any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said annuity or any part or portion thereof (2), now is or hereafter can, shall, or may be vacated, released, extinguished, charged, incumbered, or otherwise prejudicially affected, either at law or in equity, or whereby or by reason or means whereof the said (*purchaser*), his executors, administrators, or assigns, are or is, or can or may be

Covenant by vendor that the annuity is subsisting.

That he has not incumbered.

---

(1) See the form of a letter of attorney, *ante*, No. XCV. p. 425.

Power of attorney.

(2) If the annuity were secured by bond, &c. add,

"Or the said bond or obligation, and warrant of attorney, or either of them."

Annuity by bond, &c.

PURCHASES.

Personal Annuity.

prevented, hindered, or delayed in or from recovering, taking, or enjoying the same, or any arrears or growing payment thereof, as and when the same shall become due or payable under or by virtue of the said in part recited will (1), or otherwise howsoever; nor shall nor will, without the consent in writing of the said (*purchaser*), his executors, administrators, or assigns, or the order, decree, or judgment of some court of law or equity of competent jurisdiction, revoke or make void the power of attorney or other authority hereinbefore given to the said (*purchaser*), his executors, administrators, and assigns, to receive and recover the said annuity, or whereby he the said (*purchaser*), his executors, administrators, or assigns, shall or may be prevented or impeded in or from recovering or receiving the same.

And will not revoke the power.

That he has right to assign.

And further, he the said (*vendor*) doth by these presents bind himself, his heirs, executors, and administrators, unto the said (*purchaser*), his executors, administrators, and assigns, in the sum of £ of lawful money aforesaid, to be forfeited and paid unto him the said (*purchaser*), his executors, and administrators, in case he the said

---

Annuity by grant, &c.

(1) If the annuity were secured by grant, &c. say,

"Under or by virtue of the said in part recited indenture, and the condition of the said bond or obligation, or the said judgment so entered up in pursuance of the said warrant of attorney."

(*vendor*) do or shall revoke the letter of attorney or authority hereby given, or do or cause, or willingly suffer to be done, any act or thing whereby the said (*purchaser*) shall or may be prevented or impeded in receiving the said annuity or yearly sum to his and their own use according to the true intent and meaning of these presents. AND further, that he the said (*vendor*) now hath in himself good right, full power, and absolute authority to bargain, sell, and assign the said annuity or yearly sum of £ , and all arrears thereof, with the appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents. AND, &c. (*Add covenant for quiet enjoyment, &c.*) (1). AND lastly, that he the said (*vendor*), and all and every person and persons now or hereafter lawfully claiming or possessing any estate, right, title, or interest, either at law or in equity, of, in, to, or out of the said annuity or yearly sum of £ hereby assigned, or mentioned or intended so to be, or any arrears thereof, by, from, under, or in trust for him or them, [or by or from the said (*testator*) deceased], shall and will from time to time and at all times hereafter upon the request and at the costs and charges of the said (*purchaser*), his executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done,

PURCHASES.

Personal Annuity.

Further assurance.

(1) See *ante*, p. 430.

PURCHASES.

Personal Annuity.

and executed, all and every such further and other lawful acts, deeds, assignments, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely or satisfactorily assigning, confirming and assuring the said annuity or yearly sum of £ , and all arrears thereof, unto the said (*purchaser*), his executors, administrators, or assigns, and to enable him and them to receive and retain the same, for his and their absolute use and benefit, as by the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably advised or required (1). IN WITNESS, &c.

Annuity by grant, &c.

(1) If the annuity be secured by grant, &c. and the purchaser have given more for the purchase than the sum originally paid for it, add,

Purchaser giving more than the original consideration.

" And also that in case the said (*grantor*) or any person or persons on his behalf, shall re-purchase the said annuity or yearly sum of £ by virtue or in pursuance of the proviso in the said in part recited indenture contained for that purpose, he the said (*vendor*), his executors, administrators, or assigns, shall and will at the request of the said (*purchaser*), his executors, administrators, or assigns, well and truly pay or cause to be paid to him or them, so much money as the sum to be paid to him or them by the said (*grantor*) or any person or persons on his behalf, on redeeming or re-purchasing the said annuity or yearly sum of £ shall fall short of the said sum of £ , after deducting from such sum of £ , the sum of £ for each and every year, in which the said (*purchaser*), his executors, administrators, or assigns, or any of them, shall

have received such annuity, and so in proportion for any less time than a year."

PURCHASES.

Personal Annuity.

*** Assignments of annuities need not be memorialized under the 17 Geo. III. c. 26. Dixon *v.* Birch, 2 Hen. Black. 307, and Bromley *v.* Greathead, there cited; that act extending to such assurances only by which an annuity is "granted," vide sec. 1. of the act; but otherwise, it seems, if the assignment be of a part only of such annuity, this being in the nature of a fresh grant, D. Bolton *v.* Williams, 2 Ves. jun. 151.

Memorial.

No. XCVII.

Assignment of a Franchise (1), *in esse, and the* Tolls, *&c. to a Purchaser.*

Variations *where it is of a Stall or Standing only* (2).

Parties.

THIS INDENTURE, of two parts, made the day of , in the year of the reign, &c. and in the year of our Lord . BETWEEN *(the vendor)* of, &c. of the one part, and *(the purchaser)* of, &c. of the other part. WHEREAS *A. B.* as lord of the manor of , or otherwise, is entitled to him and

---

How grantable.

(1) A franchise, although primarily grantable by the king only, frequently subsists under such grants, in the hands of a subject, see 1 Elem. Conv. 2 Edit. 310, and is then subject to dower, Co. Lit. 32; 1 Roll. Ab. 677, grantable either by fine or by conveyances to uses, or assignable, in like manner, and by the same kinds of assurances as any other species of incorporeal inheritance, see W. Jones Rep. 127. Shep. Prac. Couns. c. 2, s. 9. Shep. Touch. c. 11. The species of franchise here selected, is that of holding a fair and market, which will serve as a precedent with respect to its form, for the conveyance of any other kind of franchise.

Stall.

(2) Where the assignment is of a stall or standing only in the fair or market, see *post*, rider (A) p. 451.

his heirs, to all fairs, markets, and other franchises and privileges within the said manor, by virtue of a grant by way of letters patent of King Edward the first, under the great seal of England (1), bearing date the day of which was in the year . AND WHEREAS by indenture bearing date (2) on or about the day of , the said *A. B.* as lord of the said manor, granted and demised unto the said (*vendor*) (3), the whole, sole, and exclusive right, franchise, and privilege of keeping and holding a fair or public place of sale for wares and merchandize of all lawful kinds whatsoever, within the said manor (4), yearly and every year, on the day of , the day of , the day of , and the day of , from henceforth, for the term of years as theretofore had been used and accustomed, unless any or either of the said days should happen or fall on a Sunday, or on either of

PURCHASES.

Franchise.

Recitals.

Grants a fair to be held four times a year.

---

(1) By the common law the king cannot grant any special or real property, but by charter or letters patent under the great seal. King.

(2) If the fair or market were sold by public auction, see the variations adapted to that circumstance in No. LXX. p. 132, n. (1). Auction.

(3) If the fair or market be intended to be limited to prevent dower, (they being dowable) see Vol. II. No. XXXI. Dower.

(4) If no particular place for keeping a fair or market be limited by the grant, it may be holden in any place (except a church-yard, 13 Edw. I. c. 5), that the grantee pleases, within the precinct of the grant, and be removed by him from time to time at pleasure. See Dixon *v.* Robins, 3 Mod. 108, 10 *ibid.* 355, and Curwen *v.* Salkeld, 3 East. 588. Place.

PURCHASES. *Franchise.*

the feasts of the Ascension, Corpus Christi, the Assumption of our Lady, All Saints, or Good Friday, in which case, except only during the time of harvest (1), the same was to be holden and kept on the next day following the said feasts or days. AND ALSO three several markets to be holden and kept at or elsewhere, within the said manor of , on the Monday in each and every week, henceforth for the said term. AND ALSO all market-houses, shambles, sheds, and other buildings therein or thereupon erected at aforesaid, and belonging unto the said *A. B.* as lord or owner of the said manor, or otherwise; TOGETHER with all and all manner of lawful tolls, duties, sums of money, profits, commodities, privileges, and advantages whatsoever, coming, arising, renewing, increasing, or payable for or in respect of any corn, grain, provisions, horses, oxen, sheep, hogs, cattle, or other merchandize, wares, or things whatsoever, which should or might be bought, sold, or disposed of, at, or brought or placed in, or to the said fairs, market, market-place, and premises aforesaid, or any or either of them. AND ALSO all and singular the pickage, stallage, and foldage, and the rents,

And a market to be holden weekly.

Tolls, &c.

Pickage, &c.

Feast days.

(1) By 13 Ed. I. c. 5, no fair or market can be holden on either of the feast days mentioned in the text, unless during the time of harvest. When therefore the day on which a fair or market is to be holden falls on either of these days, it is by the same statute, to be kept within three days before or after, at the pleasure of the grantee.

issues, profits, commodities, privileges, advantages, proceeds, court and courts of pie-poudre (1), appointments of a clerk or clerks of the said fairs and markets (2), and other jurisdictions whatsoever, arising or coming therefrom, or belonging or incident to, of all and every the said fairs and markets, hereafter to be holden and kept for the said manor of within the said term, except and always reserved nevertheless unto the said (*A. B.*) and his heirs, out of the said grant, all fines and fees (3), of or arising from all and every the free suits of the said manor, and also all waifs, estrays, felons, fugitives, goods and chattels of felons, felons of themselves, amerciaments of the leets, law-days, and courts (except as aforesaid) of the said manor. AND ALSO, and except and always reserved unto the said (*A. B.*) and his heirs, the three rooms in the aforesaid market-house now and heretofore used for the purpose of holding therein the courts of the said manor, and for keeping the records, weights, and measures thereof, and for such other public

Except, &c.

---

(1) A court of pie-poudre is incident to the grant of fairs or markets, as necessary for the due regulation of them in administering expeditious justice. 2 Inst. 220. 4 *ibid.* 472.

Court of pie-poudre.

(2) The grantee of fairs and markets is entitled to appoint a clerk of the market to oversee the selling of provisions, &c. according to the standard weights and measures of the place, with reasonable fees for his trouble. 2 Inst. 220. 4 *ib.* 472.

Court of the market.

(3) As to the fees to which a grantee of a fair or market is entitled, see 4 Inst. 274. Salk. 327. Moor. 523.

Fees.

PURCHASES.

Franchise.

and other uses and purposes relative to the said manor, or the town and county of aforesaid, as he the said (*A. B.*) or his heirs might think proper and expedient. To HOLD the said fairs, markets, and premises unto him the said (*vendor*) his executors, administrators, and assigns, for the said term or period of to be computed from the day of at and under the clear yearly rent or payment of to be paid to the said (*A. B.*) his successors or assigns, lords of the said manor, by equal payments on the day of , and the day of in each year. AND WHEREAS the said (*vendor*) hath contracted with the said (*purchaser*) for the sale to him of the said franchise, fairs, and premises, and the emoluments thereof, during the now residue of the said term at or for the price or sum of £ . NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or before the sealing and delivery of these presents, the receipt whereof, in full for the purchase and assignment of the said franchise and premises, the said (*vendor*) doth hereby acknowledge, He the said (*vendor*) HATH granted, bargained, sold, and assigned, and by these presents DOTH grant, bargain, sell, and assign, unto the said (*purchaser*), his executors, administrators, and assigns, ALL that and those the said fairs

To HOLD to the purchaser in fee.

WITNESS, that in consideration of the purchase money.

Vendor assigns.

and markets (1), and rights and privileges of fairs and markets, and all and every other the franchise and premises comprised in and granted or demised by the said hereinbefore in part recited indenture of the day of , together with all and singular the rights, members and appurtenances, easements, and privileges, and emoluments to the same belonging, or in anywise appertaining, or incident thereto; and also the said indenture, and all mesne assignments (if any) thereof, and all benefit of the same respectively. AND all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) of, in, to, or respecting the same. TO HAVE AND TO HOLD the said fairs, markets, and other the premises hereby granted and assigned, or otherwise assured, or intended so to be, with their respective appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, from henceforth, for all such residue or remainder of the said term or period of years, in and by the said in part recited indenture granted, as is now to come and unexpired by effluxion of time [subject nevertheless to the payment of the yearly

PURCHASES.

Franchise.

To HOLD to the purchaser for the residue of the term.

(1) If the assignment be of a stall, or standing only in the fair or market, see *post*, rider (A) p. 451.

Stall.

PURCHASES.

Franchise.

or other rent thereby reserved, and to the observance and performance of the covenants and agreements which on the part of the said (*vendor*) are thereby required to be observed or performed.]

Covenant by vendor that the lease is valid.

AND the said (*vendor*) doth hereby for himself, his heirs, executors, and administrators, covenant, grant, and agree, with and to the said (*purchaser*), his executors, administrators, and assigns, in manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing, by him the said (*vendor*) done, occasioned, or knowingly suffered to the contrary, the said in part recited indenture now is, and during the residue yet to come of the said term or period of years thereby granted, shall remain and be a valid and effectual grant or demise both at law and in equity.

That he has right to assign.

AND ALSO, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath full, absolute, and lawful power and right to assign and assure the said grant or demise, and all benefit thereof, with the franchise and premises therein comprised, unto the said (*purchaser*), his executors, administrators, and assigns, for the remainder now to come of the said term of years in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, at all times hereafter, during the remainder now to come and unexpired of the said term, by effluxion of time, have, hold, and

LEASES.

Husband in Right of his Wife.

them are to be performed or observed, shall or lawfully may peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, or mentioned or intended so to be, with their appurtenances, for and during the full and complete term of years, hereby granted thereof (1), without any lawful denial, hindrance, molestation, or interruption whatsoever, [of or by the said (*lessor*) and his wife, or either of them, or her heirs or assigns, or any other person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or in trust for her, them, or any or either of them, or any of the ancestors of the said (*wife*), or by or with his, her, or their acts, means, consent, procurement, or privity (2).] PROVIDED ALWAYS, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal

Payments made by lessor, or penalties incurred by lessee to be in nature of rents.

(1) If the lessor's title has not been satisfactorily ascertained, the lines within brackets should be omitted, and see *ante*, p. 88, n. (44), p. 111, n. (24). Lessor's title.

(2) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111, n. (23), and see *ibid.* p. 112, notes. Lease determinable.

LEASES.

Husband in Right of his Wife.

and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved. IN WITNESS, &c.

SEALED, &c. (1).

Sealing.

(1) By the stat. 39 Hen. VIII. a lease by husband and wife, must be under the seal of the wife; see *ante*, p. 443, n. (1).

Life.

If the lease be during a life or lives, see *ante*, No. XXV.

No. XXVII.

Lease by Tenant for Life, *by virtue of a Power contained in a Marriage Settlement or Will* (1).

Variations *where the Remainder-man or Reversioner joins, &c. &c. as below* (2).

THIS INDENTURE, made the day of

---

(1) If no power be reserved to the tenant for life, see *ante*, No. XXII.

The power to grant leases contained in marriage settlements, &c. is usually given to the husband and wife during their joint lives, and to the survivor after the death of either of them, or to other persons taking a life estate, under the deed or will. The form here given is adapted to the circumstance of the demise being made by one tenant for life alone, but variations are subjoined to facilitate its being converted into a precedent founded on other circumstances.

And it may here be observed, that in leases made by a tenant for life under a power, all the essential terms and conditions of the power must, in every respect, be strictly complied with; for if it vary in the interest demised, the rent reserved, or the omission of usual or requisite covenants, it will be void as against the person entitled in remainder or reversion. See Doe dem. E. Jersey *v.* Smith; Doe dem. Ellis *v.* Sandham, 1 Durnf. and E. 97; Ellis *v.* Sandham, *ib.* 705; Doe dem. Pulteney *v.* Cavaz, 5 *ib.* 667; Prideaux v. Prideaux, 10 East, 158; Cox *v.* Day, 5 *ib.* 118, and 4 Elem. Conv. 2d Edit. 334, and

(2) See this note next page.

LEASES.

Tenant for Life under a Power.

in the year, &c. and in the year of our Lord . BETWEEN (*the lessor*) of, &c. of the one part, and (*the lessee*) of, &c. of the other part (1).

Recitals.

WHEREAS by indentures of lease and release, bearing date respectively the and days of , which was in the year , the release being of

---

These leases (if authorised by the power) may be made for lives as well as for years; and will differ from other leases for lives in that as they pass no estate, they do not require livery of seisin, Wilson *v.* Garratt, 2 Lev. 149; Leicester's case, 1 Ventr. 278, 291; so also may they be granted to commence *in futuro*, operating as a future or springing use.

Where, therefore, it is thought more beneficial that a longer term should be granted than that which the tenant for life is authorised to create by his power, or other deviations are intended to be made from the restrictions of the power (which is frequently desirable), the persons entitled in remainder or reversion expectant upon his decease, must join in the lease; and see *ante*, No. XXI. p. 285, n. (1).

Public house. (2) If the lease be of a public house or tavern, No. XII.

Mill. If of a mill, *ante*, No. XIII.

Unfinished house. If of an unfinished house, see *ante*, No. XIV.

Building lease. If it be a building lease, see *ante*, No. XV.

Country house. If of a country house, *ante*, No. XVI.

Copyhold. If the premises be copyhold, *ante*, No. XVII.

Farm. If of a farm, No. XVIII.

Tithes. If of a prebend or tithes, *ante*, No. XIX.

Mines. If of mines or the like, *ante*, No. XX.

Life. If the lease be for life or lives, see *ante*, No. XXV.

Reversioner joins. (1) If the lessor have no power of granting a lease for a term of years, and the remainder-man or reversioner join in the lease, make the tenant for life of the first part, the reversioner or remainder-man of the second part, and the lessee of the third part.

LEASES.

Tenant for Life under a Power.

parts, and made or expressed to be made between, &c. and purporting to be a settlement made in contemplation of a marriage then intended, and which was afterwards had, between the said, &c. the messuages and hereditaments hereinafter described, were (amongst others) conveyed and assured unto and to the use of the said, &c. and their heirs, upon and for certain trusts, ends, intents, and purposes therein expressed. And in which said indenture it was provided and agreed, by and between the several parties thereto, that it should be lawful for the said (*husband and wife*) and their assigns, jointly during their lives, and for the survivor of them, and his or her assigns, after the decease of the other, and after the decease of both of them for the said (*trustees*) or the survivor of them, his heirs or assigns, during the minority of any issue of the said marriage, from time to time by indenture or indentures under his, her, or their hand or seal, or respective hands and seals, to demise or lease, or to limit or appoint by way of demise or lease for any term or terms of years not exceeding twenty-one years, to take effect in possession (1), and not in reversion or by way of future interest, all or any part of the messuages, lands, and hereditaments there-

(1) It seems that a general power to lease for twenty-one, or other certain number of years, must be construed to be restrained to leases in possession, although not so expressed; Shaw v. Simmons, 3 Moor, 196.

Possession.

LEASES.

Tenant for Life under a Power.

inbefore granted, &c. to any person or persons whomsoever, so that there should be reserved upon every such demise or lease, or limitation or appointment by way of demise or lease, the best and most improved yearly rent or rents, which could reasonably be obtained for the same, to be incident to the immediate reversion thereof, and so that there should be contained therein a covenant for payment of the rent or rents to be thereby reserved, and a condition of re-entry on non-payment thereof for the space of twenty-one days next after the time thereby appointed for payment of the same, and all other usual and proper covenants and agreements on the part of the tenant or tenants thereof to be performed or observed; and so that the lessees to be therein respectively named should not be made dispunishable for waste; and so that every such lessee should execute a counterpart of the said lease (1). AND WHEREAS, &c. (2) AND WHEREAS the said

---

Recital of power.

(1) It is proper, that the power to lease should be fully recited, that it may appear that its requisitions are complied with.

(2) Here recite deaths or other circumstances necessary to show the title of the lessor to grant the lease proposed.

If the tenant for life have no power to grant leases for a term of years, recite,

Reversioner joining.

"And whereas the said (*tenant for life*) is tenant for his life, of the messuage or tenement hereinafter described, and the said (*remainder-man or reversioner*) is entitled to the same messuage and premises in remainder, expectant upon the decease of the said (*tenant for life*) under or by virtue

LEASES.

Tenant for Life under a Power.

(*lessee*) has agreed with the said (*lessor*) for a lease of the messuage and land hereinafter described, upon the terms and conditions hereinafter contained. NOW THIS INDENTURE WITNESSETH, that by virtue and in exercise of the power reserved to the said (*lessor*) in or by the said in part recited indenture of release as aforesaid, and for and in consideration (1) of the yearly rent hereinafter reserved, and the covenants and agreements hereinafter contained on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid, observed, and performed respectively, He the said (*lessor*) HATH limited and appointed by way of demise or lease (2), and as a further assurance, and in respect of his estate and interest hath

WITNESS, that in consideration of rent, &c.

The lessor limits, &c.

---

of an indenture," &c. or "the last will and testament of," &c. (*as the case may be*).

If the lease be granted in pursuance of a previous written agreement, see *ante*, p. 95, n. (2).

Prior agreement.

(1) As leases under powers are generally restricted to be made "without taking any fine, premium, or fore-gift for the same," no other pecuniary consideration than the payment of rent must be expressed, or taken. But in a case similar to the above, where the lessor was tenant for life, with power to lease without fine, it was determined that although the lessee advanced the lessor two years' rent on the security of his bond, and an insurance on his life, yet that the lease was not impeachable either as a fraud on the power to lease without fine, or as being accompanied by a loan of money; for if the lessor were to die, the rent could not be retained against those in remainder. O'Brien v. Grierson, 2 Ball and Beat. 331.

Consideration.

(2) As what is usually called a lease under a power is in strictness only an appointment of an use, the words "limit and appoint" are the most proper, but not essential, to be used.

Limit and appoint.

LEASES.

Tenant for Life under a Power.

also granted, demised (1), and leased, and by the present indenture under his hand and seal, DOTH in the manner aforesaid limit and appoint, and also grant, demise, and lease (2) unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being so approved as hereinafter is mentioned) ALL that, &c. except, &c. together with all and singular the out-houses, buildings, coach-houses, stables, dove-houses, barns, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, watercourses, lawful and customary rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or in any wise appertaining, or with the same or any of them, now or heretofore lawfully holden, used, and occupied, or enjoyed, TO HAVE AND TO HOLD the said messuage or tenement and dwelling-house, and all and singular other the premises hereby limited and appointed, and granted and demised, or mentioned or intended so to be, (with all and singular the rights, members, and appur-

Parcels.

To HOLD to the lessee for the term of years.

Grant, &c.

(1) These additional words are proper only when the lessor has an interest as well as a power, and are then used that if the lease should happen not to take effect by virtue of the power, it may by virtue of the interest of the lessor.

(2) If the reversioner join, add,

Reversioner.

"And the said *(reversioner)* hath ratified, and confirmed, and granted, demised and leased, and by these presents doth ratify, and confirm, and grant, demise, and lease."

LEASES.

Tenant for Life under a Power.

tenances to the same belonging) unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being so approved as aforesaid) from the day next before the day of the date of these presents (1), for and during the full and complete term of years, thence next ensuing. YIELDING AND PAYING for the same yearly and every year, (during the said term) except as hereinafter is mentioned, unto the said (*lessor*) and his assigns (2), during such part of the said term hereby demised as he shall happen to live, and from and after his decease, unto such person or persons as thenceforth and for the time being shall be entitled to the inheritance or reversion of the said premises, the yearly rent or sum of

---

(1) Care must be taken that a lease made under a power to grant leases in possession, and not in reversion, be so worded as that it cannot, by any possibility of sound construction, be deemed to commence on a day subsequent to the date of the lease. See Dunn *v.* Fearnside, 1 Wills. 176; Freeman *v.* West, 2 *ib.* 165; Doe *v.* Watson, Cowp. 189; Attorney-General *v.* Cs. Portland, cited *ib.* 723; Pugh *v.* D. Leeds, Cowp. 714, and cases there cited; Rex *v.* Inhab. Gamlingay, 3 Durnf. and E. 513. Although therefore it should be by the terms of the lease made to commence on a future day, yet, if in fact it be not executed until or after that day, it will be good. Campbell *v.* Leach, Amb. 740; Doe *v.* Hay, 10 East. 427.

Day of the date.

(2) If the husband and wife be tenants for life, say,

Husband and wife.

"Unto the said *(husband)* and his assigns, during such part of the said term as he shall happen to live, and after his decease, unto the said *(wife)* and her assigns, in case she shall be then living during so much of the residue of

LEASES.

Tenant for Life under a Power.

£ (1) of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, (being the best and most approved rent that can be reasonably obtained for the said premises) by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, notwithstanding and without any abatement or suspension for or by reason of fire or other accident, free and clear of and from all manner of parliamentary, parochial,

---

the said term, as she shall happen to live, and upon the decease of the survivor of them then unto such person," &c. (*as above*).

Reversioner, &c.

If the lease be made by tenants for life, and remainder-man or reversioner, say,

" Yielding and paying unto the said *(tenant for life)* and his assigns, during so many years of the said term as he shall live, the sum of £ , &c. and from and after the decease of the said *(tenant for life)* yielding and paying the sum of £ of, &c. unto the said *(remainder-man or reversioner)* his heirs and assigns, for or during the residue of the said term."

Rents reserved by tenant for life under a power of leasing are apportionable under 11 Geo. 2, c. 10, s. 15; see *ex parte* Smith, 1 Swanst. 337, and Clarkson v. E. Scarbor. there cited.

Penal rent.

Sometimes an additional rent is reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1).

Lessor to insure for lessee.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

Rent.

(1) If the power to lease be on reserving the accustomed rent, such rent must be expressly specified in the lease; Hamilton *c.* Mordeu, 6 Brow. Par. Ca. 145; Ker. v. D. Roxburgh. 2 Dow. 189.

LEASES.

Tenant for Life under a Power.

and other taxes, rates, assessments, deductions, or abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable for or in respect of the said premises or any part thereof, or the said (*lessor*) or other landlord thereof for the time being, and whether the same or any such future taxes, rates, or assessments, shall be in the nature of those now in being or not. The first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessor*) (1) and his assigns, and also with and to such other person or persons, as shall for the time being be entitled to the reversion and inheritance of the said premises, as aforesaid, his, her, or their heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid unto the said (*lessor*) and his assigns, during such part of the said term hereby granted, as he

Covenant by lessee to pay the rent reserved.

(1) If the remainder-man or reversioner join in the lease, say,

Remainder-man, &c.

" With and to the said *(tenant for life)* and his assigns, and also with and to the said *(remainder-man)* his heirs and assigns, in manner, &c." *as above.*

LEASES.

Tenant for Life under a Power.

the said (*lessor*) shall happen to live, and from and after his decease, then (1) [unto the person or persons who shall be entitled to the reversion and inheritance of the said premises expectant on the determination of the said term, his, her, or their heirs or assigns,] the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days, and in the manner hereinbefore mentioned and appointed for payment thereof, and according to the true intent and meaning of these presents. AND also well and truly pay, satisfy, and discharge all and all manner of taxes, rates, duties, assessments, and impositions whatsoever, whether parliamentary, parochial, or otherwise, which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also from time to time bear and pay a due part and proportion of the expense of cleansing, repairing, or renewing the drains, pipes, and watercourses, which do or shall belong to the said demised premises in common with other messuages or hereditaments without any allowance in respect thereof. AND also,

And taxes.

And expense of drains, &c.

And keep the premises in repair.

Reversioner.

(1) If the reversioner join, say,

"Unto the said (*reversioner*) his heirs and assigns."

LEASES.

Tenant for Life under a Power.

that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, all and every the messuage or tenement, dwelling-house, and premises hereby demised, with the appurtenances, together with the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, watercourses, coppers, grates, stoves, ranges, fixtures, and things to the same belonging, and also all such other fixtures, buildings, improvements, and additions whatsoever, as at any time during the said term shall be erected, set up, or made by him the said (*lessee*) his executors, administrators, or assigns thereupon. AND moreover, shall and will paint, paper, and whitewash in a good and workmanlike manner at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed. And also shall and will at his and their own proper costs and charges, maintain and keep all and singular the outside brick-work, plastering, slating, tiling, and other outer part of the said messuage or premises, or dwelling-house, buildings, and premises hereby demised, in a good, substantial,

And paint.

LEASES.

Tenant for Life under a Power.

and tenantable repair in all things. And also shall and will cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first years of the said term of years hereby granted; and also shall and will in the last year of the said term empty and cleanse the drains, cesspools, and privies belonging to the said premises. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, insure and keep insured during the then residue of the said term, all and every the said messuage or tenement, erections, buildings, and premises hereby demised, from accidents by fire in the insurance office, or in some other good and reputable offices of insurance from damage by fire in the joint names of the said (*lessor*) or such other person or persons as for the time being shall be so entitled as aforesaid, and of the said (*lessee*) his executors, administrators, or assigns, for such sum of money as shall be deemed sufficient, in case the said messuage or tenement, and premises, shall be burnt down or damaged by fire, for the rebuilding or substantially repairing and reinstating the same, and all insurance money to be recovered by virtue of any such policy or policies of insurance, it is hereby covenanted and agreed shall be forthwith, or with all convenient speed be laid out and applied towards rebuilding

And insure the premises.

Tenant for Life under a Power.

or substantially repairing and reinstating the said premises accordingly. AND further, that in case the said (*lessee*) his executors, administrators, or assigns, shall not make or continue such insurance, or such insurance money shall not be sufficient for the purpose aforesaid, then it shall be lawful for the said (*lessor*) or his assigns, or such other person or persons who for the time being shall be so entitled as aforesaid, to pay such insurance money, or make up the deficiency therein, and he or they shall be allowed by the said (*lessee*) his executors, administrators, or assigns, the sum so paid, and shall be paid the same, at the then next day for payment of the rent hereby reserved. AND also that it shall be lawful for the said (*lessor*) (1) and his assigns, and for such other person or persons, who for the time being shall be so entitled as aforesaid, or his or their surveyor properly authorised, or his or their steward, bailiff, or agent, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or as-

Power of entry to view repairs.

(1) If the remainder-man or reversioner joins, say,

Remainder-man, &c.

"For the said *(tenant for life)* and his assigns, during such period of the said term as he shall live, and from and after his decease, for the said *(remainder-man)* his heirs or assigns, or his or their surveyor, &c." *as above.*

LEASES.

Tenant for Life under a Power.

signs, to enter into and upon the said messuage and premises, or any part thereof, for the purpose of viewing and examining the state and condition of the repairs thereof. AND also, at any time or times within the last years of the said term, in like manner to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon, and in case any defects or want of reparation of the said premises or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will, upon notice thereof in writing being given to him or them, by the said (*lessor*) or his assigns, or such other person or persons as aforesaid, cause the same premises to be forthwith well, substantially, and properly repaired and amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that it shall be lawful for the said (*lessor*) or his assigns, or such other person or persons aforesaid, or his or their servant or agent, at any time or times within the last three months next preceding the expiration or sooner determination of the said term of years hereby demised, to affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof) that the said premises will be to be letten at the expiration of the said term. AND also at any convenient time in the day-time, (giving at all times one

And to take an inventory of fixtures.

And to affix notice that the premises are to be letten.

And to show them to persons.

PURCHASES.

Copyright.

part. WHEREAS the said (*vendor*) is the author and proprietor of a book [*or* engraving or piece of music] (*as the case may be*) entitled, &c. and now or lately published by , of, &c. AND WHEREAS the said (*vendor*) hath contracted with the said (*purchaser*) for the purchase of the copyright (1) of the said work at the price or sum of £ (2). AND WHEREAS in pursuance and part performance of the said agreement, the said (*vendor*) hath this day delivered or caused to be delivered to the said (*purchaser*) the manuscript of the said work. NOW THIS INDENTURE WITNESSETH, that in pursuance and further performance of the said agreement, and in consideration of the sum of £ (3) of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt, &c. He the said (*vendor*)

Recital of vendor being the author.

Agreement for sale.

That the manuscripts have been delivered.

WITNESS, that in consideration, &c.

---

(1) If one edition only of the work be sold, say, One edition.

"Of one edition or impression, to consist of copies of, &c." *(as in the text).*

(2) If the consideration be a life annuity, say, Consideration, annuity.

"In consideration of an annuity of £ to be paid to the said (*vendor*) during his lifetime, and which by indenture bearing or intended to bear even date herewith, and made between, &c. hath been secured to the satisfaction of him the said (*vendor*)."

(3) Or, Annuity.

"In consideration of the said annuity so secured to the said (*vendor*) as hereinbefore is mentioned, HATH," &c.

PURCHASES. *Copyright.*

HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, THE whole, entire, and exclusive copyright (1) and right of publishing all future copies to be at any time hereafter published of the said book entitled, &c. [*or* picture or engraving of, &c. or piece of music called, &c. together with the copper plate or copper plates from which the said picture or piece of music hath from time to time been engraved or printed]; and all and singular the right, title, interest, property, claim and demand whatsoever, of him the said (*vendor*) of, in, and to the same, and with full and free privilege, liberty, licence, and authority to and for the said (*purchaser*) his executors, administrators, and assigns, to copy, publish, and print the said work, &c. in any such manner and at any such time or times whatsoever, as he or they shall or may from time to time think fit or proper, and to derive, receive, and take the full benefit, advantage, and proceeds, profits, and emoluments thereof. TO HAVE AND TO HOLD the said copyright (2) and future copies [*or* plate or die] of the

The said vendor bargains and sells.

The copyright.

To HOLD to the purchaser absolutely.

One edition. (1) If one edition only of the work be sold, say,

"One complete and perfect edition, to consist and be composed of copies or impressions and no more of the said book or books entitled, &c." (*as in the text*).

One edition. (2) If one edition only of the work is to be assigned, say,

"The said edition, impression, or number of copies, and all and singular, &c." *as above.*

PURCHASES.

Copyright.

said work, and all and singular other the premises hereby assigned, or otherwise assured or intended so to be, with all profits and proceeds which shall or may arise from printing, reprinting, and selling the same, and all other rights and incidents thereunto belonging, unto and by him the said (*purchaser*) his executors, administrators, and assigns, as fully, amply, and beneficially, to all intents and purposes, and for such time, and several and respective times or periods as the said (*vendor*) can or may assign or otherwise assure the same. PROVIDED ALWAYS, and it is hereby declared and agreed, that the bargain, sale, assignment or assurance hereby made shall not extend, or be construed to extend to, or defeat or impeach the right of the said (*vendor*), or any person or persons claiming under him, to vend and dispose of, and receive and take the full value, proceeds, and benefit of so many copies of the last or first edition (1) of the said work, as have been already

Present deed shall not prejudice the title of the said vendor to the remaining copies of the former editions.

---

(1) If one edition only of the work be sold, add,

One edition.

"Provided always, and the said (*author*) doth hereby for himself, his heirs, executors, and administrators, covenant, declare, and agree with and to the said (*purchaser*) his executors, administrators, and assigns, that he the said (*author*) shall not, nor will publish, or cause or procure to be published, or be party or privy to the publication of any future or other edition or impression of the said work, or of any part thereof, or of any abridgment of the same, until the number of copies of the edition or impression now agreed to be printed thereof shall have been sold and disposed of."

PURCHASES. printed off for sale, and yet remain unsold, or from receiving or being entitled to the proceeds of such of the same copies as have been already sold. And the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*purchaser*) his executors, administrators, and assigns, in the manner following, that is to say, That he the said (*vendor*) at the time of the sealing and delivery of these presents is the sole owner and proprietor of the work, copyright, and premises hereinbefore assigned, or otherwise assured, or intended so to be. AND that for and notwithstanding any act or thing by him made, done, or knowingly suffered to the contrary, he the said (*vendor*) now hath full power and authority, both at law and in equity, to assign, transfer, and assure the same unto him the said (*purchaser*) his executors, administrators, and assigns, in the manner aforesaid, or otherwise according to the true intent and meaning of these presents. AND

Copyright.

Covenants for title, &c.

Further sum for future editions.

If the author stipulates for a further sum to be paid him for the revision of future editions of the work, add,

"Provided always nevertheless, and it is hereby further agreed that the said (*author*) shall have the editing, care, and superintendance of the publishing of every future edition or impression which may be published or printed of the said work by the said (*purchaser*) his executors, administrators, or assigns, during the lifetime of him the said (*author*), and receive and be paid, upon the same being completed and ready for press, the sum of £ for every one thousand copies to be printed off of the same."

Copyright.

also that he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may at all times hereafter have, hold, possess, and enjoy the said copyright and premises, without any hindrance, interruption, claim, or demand whatsoever, of or by the said (*vendor*), or any person or persons claiming or to claim from, under, or in trust for him, and that free and clear of and from all former or other bargains, sales, assignments, assurances, estates, rights, titles, and interests whatsoever, by him or them made or to be made, done, or knowingly suffered to defeat, charge, incumber, or otherwise prejudice the same. AND moreover, that he the said (*vendor*) and all persons so claiming or to claim as last aforesaid, shall and will from time to time, and at all times hereafter, on every reasonable request, and at the costs and charges in all things of the said (*purchaser*) his executors, administrators, or assigns, make, do, and execute any such further act, deed, matter, or thing whatsoever, for the further, better, and more absolutely or satisfactorily bargaining, selling, assigning, assuring, and confirming the said work, copyright, and premises hereby assigned, or otherwise assured, or intended so to be, unto the said (*purchaser*) his executors, administrators, and assigns, for his and their own proper use and benefit, according to the true intent and meaning of these presents, as by him the said (*purchaser*) his executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably advised

Further assurance.

PURCHASES. and required, so as such acts, deeds, matters, and things, shall not contain any other or more general covenants or stipulations than for or on the part of the person or persons by whom the same are to be made, done, or executed, or his or their personal representatives (1). IN WITNESS, &c.

Copyright.

Future editions. (1) It is sometimes (and should be always) agreed that if the work go through a succession of editions a further sum should be paid (*).

"Provided always nevertheless, and the said (*purchaser*) doth hereby for himself, his heirs, executors, and administrators, promise declare and agree with and to the said (*vendor*) his executors and administrators, that he the said (*purchaser*) his executors, administrators, or assigns, shall and will in addition to and over and above the said sum of £ so now paid to the said (*vendor*) as aforesaid, well and truly pay or cause to be paid to him the said (*vendor*) his executors, administrators, and assigns, the further sum of £ of such lawful and current money as aforesaid for every one thousand copies of any future or other edition or impression which he the said (*purchaser*) shall at any time or times hereafter print and publish of the said work, within the period of twenty-eight years from the day of last, or any time thereafter, during the life time of him the said (*vendor*), and so in proportion for any greater or less number of copies thereof."

(*) For want of a stipulation of this kind the late unfortunate Dr. Buchan lost the great profit of his sensible and valuable treatise on medicine for a merely nominal recompense, and the necessities of many other ingenious authors have, it is too well known, obliged them to submit to similar sacrifices.

No. CI.

An Assignment of a present Life-interest *in Bank Annuities to a Purchaser.*

Variations *where the Vendor is entitled to a* Moiety *or other part only.*

THIS INDENTURE, made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the vendor*) (1) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. Parties.

WHEREAS, by virtue and in pursuance of an indenture (2), bearing date the day of , which was in the year , and made or expressed to be made between, &c. &c. purporting to be a settlement made upon a marriage then intended, and which afterwards took effect, between Recital of marriage settlement.

---

(1) The Court of Chancery has no jurisdiction to take a wife's consent to part with her contingent interest to accrue on her surviving her husband, Richards *v.* Chambers, 10 Ves. jun. 580; but see Woollands *v.* Crowcher, 12 *ib.* 174, where such consent was taken for the sale of her contingent reversionary interest in stock. Wife.

(2) If the interest of the vendor arise under a will, recite the will, &c. as *ante*, p. 369. Will.

PURCHASES.

Life Interest in Bank Annuities.

the said and , the sum (1) of £ three per cent. Consolidated Bank Annuities, was transferred into the names of the said (*trustees*) in the books of the governor and company of the Bank of England, upon trust, that they the said (*trustees*) and the survivors and survivor of them, or other the trustees or trustee for the time being of the said funds and securities, should (from and after the solemnization of the said then intended marriage), pay and apply the interest, dividends, and proceeds thereof, as the same should from time to time arise and be received, or be payable, unto the said (*vendor*) and his assigns, or otherwise permit and empower him and them to receive and retain the same, to and for his and their own use and benefit, during the term of his natural life, and from and immediately

---

Bank annuities.

(1) Bank annuities, although usually considered direct property, and styled money, are so called with very little propriety, as they are in fact a security only for the payment of an annual sum, by way of a perpetual annuity, to the proprietor of particular stocks or funds, in lieu of a sum of money advanced to government by way of loan, see Rex *v.* Capper, 1. Pri. 217; but differing from other loans in that they cannot be reclaimed at the option of the lender, but are to be repaid or continued on the security, at the option of the borrower, (in which respect they much resemble the grant of life annuities), Wildman *v.* Wildman, 9 Ves. jun. 177. And an assignment of bank annuities is therefore in truth no other than the assignment or transferring to an assignee or purchaser, a right or title which the vendor and his representatives have to receive an annuity during the pleasure of parliament, and may properly be called a *personal inheritance.*

after his decease, upon trust, to pay, apply, and dispose of the same and the said funds and securities in such other manner as therein expressed. AND WHEREAS the said (*vendor*) hath contracted with the said (*purchaser*) for the sale to him of the said dividends and interests arising from the said sum of £ three per cent. consolidated Bank annuities during the life of the said (*vendor*) at the sum of £ . NOW THIS INDENTURE WITNESSETH, that in pursuance and execution of the said contract, and in consideration (1) of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*), in hand well and truly paid by the said (*purchaser*) at or before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the said dividends, interests, and proceeds, during the life of him the said (*vendor*), the said (*vendor*) doth hereby acknowledge, [and of and from the same doth acquit, release, discharge, and exonerate the said (*purchaser*) his executors, administrators, and assigns, by these presents, HE the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH

PURCHASES.

Life Interest in Bank Annuities.

Contract for purchase.

WITNESS. That in consideration of the purchase money.

The vendor grants and assigns.

(1) If choses in action be the property of the wife, a valuable consideration is necessary to establish the assignment by the husband, M'Cauly *v.* Philips, 4 Ves. 15. Lamb *v.* Milnes, 5 *ibid.* 517. and see 7 *ibid.* 183. 9 *ibid.* 99.

Wife.

PURCHASES.

Life Interest in Bank Annuities.

grant, bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, ALL (1) and every the dividends, interest, and proceeds now accruing, arising, or becoming due, or which at any time, and from time to time hereafter, during the natural life of the said (*vendor*) shall or may accrue, arise, or be payable from, upon, or in respect of the said sum of £ three per cent. consolidated Bank annuities, or other the funds and securities to and upon which the same, or any part thereof, shall or may for the time being be transferred or invested, and all and every the powers and remedies, both at law and in equity, of him the said (*vendor*) for recovering, receiving, or enforcing the payment of the same, and all benefit and advantage incident or belonging thereto. AND all the estate, right, title, interest, use, trust, property, possession, possibility, claim and demand whatsoever, both at law and in equity, of him the said (*vendor*) of, in, and to the said sum of £ three per cent. Bank annuities, and of, in, and to the present and future funds and securities of or for the same, and the dividends, interest, and proceeds to accrue therefrom, or to be paid or payable in respect

Dividends, &c. of three per cent. Bank annuities.

Moiety, &c.

(1) If the vendor be entitled to a moiety or proportionable part only of the premises, say,

"ALL and every the undivided part, share, or proportion of him the said (*vendor*), of and in ALL, &c."

thereof. To HAVE, hold, receive, take, and enjoy the said dividends, interest, and proceeds, and other the premises hereby assigned, or otherwise assured, or intended so to be, [and every part thereof, and all other growing or accruing payments of or for the said sum of £ during the natural life of the said (*vendor*)], unto the said (*purchaser*), his executors, administrators, and assigns, for and during the natural life of him the said (*vendor*) (*or other cestui que vie*), but not longer or otherwise (1). AND for the better enabling the said (*purchaser*), his executors, administrators, and assigns, to recover and receive the dividends, interest, and proceeds, hereby assigned, he the said (*vendor*) HATH made, constituted, and appointed, and by these presents DOTH make, constitute, and irrevocably appoint the said (*purchaser*), his executors, administrators, and assigns, and every of them, the true lawful and proper attorney or attorneys of him

Life Interest in Bank Annuities.

To hold to the purchaser, during the life of the vendor.

Letter of attorney to purchaser.

(1) "With full power and authority for the said (*trustees*), and of the survivors and survivor of him, his executors, and administrators, to use the name and names, and act as the attorney and attorneys of him the said (*vendor*), his executors and administrators, in recovering and enforcing the payment of, and giving effectual discharges for the same, [without any obligation by or on the part of the person or persons paying the said money or any part thereof, to see to the application thereof, or being answerable for the non-application of the same]."

Short form.

PURCHASES.

Life Interest in Bank Annuities.

the said (*vendor*), and in his name or otherwise, as he the said (*purchaser*), his executors, administrators, or assigns, shall think proper, from time to time and at all times hereafter, during the term of the natural life of the said (*vendor*), to ask, demand, sue for, recover, and receive the dividends, interest, and proceeds hereby assigned, or mentioned or intended so to be, of and from the said (*trustees*), and all and every other trustees or trustee, for the time being, of the said funds and securities, or other person or persons whomsoever liable to the payment thereof, as and when the same shall arise or be due and payable, to and for the proper use and benefit of him the said (*purchaser*), his executors, administrators, and assigns; and upon non-payment thereof, or of any part thereof, in the name and in the manner aforesaid, or otherwise (at all times indemnifying him the said (*vendor*) his executors and administrators from all costs and damage by reason thereof), to commence and prosecute actions, suits, and proceedings, and use, exercise, and enforce all or any powers, remedies, expedients, and legal or equitable ways or means, for compelling payment of the same in like manner as he the said (*vendor*), his executors or administrators, might or could do, or have done in case these presents had not been made; with full and ample power and authority for him the said (*purchaser*), his executors, administrators, and assigns, to substitute, depute, or appoint under him or them, or

PURCHASES.

Life Interest in Bank Annuities.

in his or their room or stead (1), any other person or persons from time to time, for all or any of the purposes aforesaid, at his or their free will and pleasure, [he the said (*vendor*) hereby ratifying and confirming, and promising and agreeing to ratify and confirm, (being so indemnified as aforesaid, when and as often as there shall be occasion) all and whatsoever he the said (*purchaser*), his executors, administrators, or assigns, shall lawfully do or cause to be done in or concerning the premises, by virtue of these presents or otherwise howsoever]. AND the said (*vendor*) doth hereby authorise and expressly direct the said (*trustees*) and all and every other the trustees and trustee for the time being of the said funds and securities, and all and every other person or persons to whom the payment thereof doth or shall appertain, to pay the dividends, interest, and proceeds thereof, as and when the same shall arise and become payable, during the natural life of him the said (*vendor*), unto the said (*purchaser*), his executors, administrators or assigns, and doth hereby declare that the receipt and receipts of him the said (*purchaser*), his executors, administrators, or assigns, from time to time to be given for the same, shall be good and sufficient and effectual discharges to such

Directions to trustees to pay dividends.

---

(1) As an authority given to a person cannot be transferred by him to another, unless he be expressly authorised so to do, 2 Roll. Ab. 330, it is proper that such a power should be contained in his appointment when the circumstances of the case require it.

Letter of attorney.

PURCHASES.

Life Interest in Bank Annuities.

trustees and trustee, or other person or persons who shall pay the same, for so much thereof as shall be therein expressed to be received]. And

Covenant by the vendor that he is well entitled, &c.

the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said (*purchaser*), his executors, administrators, and assigns, in manner following (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever, at any time heretofore made, done, executed, omitted, or knowingly occasioned or suffered by him the said (*vendor*), to the contrary, he the said (*vendor*), at the time of making and executing these presents, is in the receipt and enjoyment of, and well entitled in possession to the dividends, interest, and proceeds of the said sum of £ three per cent. consolidated Bank annuities, mentioned or intended to be hereby assigned, during the term of his natural life, for his own use and benefit, and now hath in himself good right, full power, and lawful and absolute authority to bargain, sell, and assign the same and every part thereof, unto the said (*purchaser*), his executors, administrators, and assigns, and to authorise and impower him and them to receive and give discharges for the same, in the manner and form aforesaid, and according to the true intent and meaning of these presents.

Covenant for quiet enjoyment.

AND, &c. (1). AND further, that he the said

(1) "And will not revoke the power, &c." as *ante*, p. 438.

(*purchaser*), his executors, administrators, and assigns, shall or lawfully may, at all times from and after the sealing and delivery of these presents, during the natural life of the said (*vendor*), receive, take, and enjoy the said dividends, interest, and proceeds, and every part thereof, to and for his and their own use and benefit, without any manner of hindrance, interruption, disturbance, claim, or demand whatsoever, by or from the said (*vendor*), his executors or administrators, or any person or persons now or hereafter having or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, out of, or respecting the same, or any part thereof, from, through, under, or in trust for him, them, or any of them. And lastly, that he the said (*vendor*) shall and will from time to time, and at all times hereafter, at the reasonable request, and at the costs and expense of the said (*purchaser*), his executors, administrators, and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, assignments, assurances, matters and things in the law whatsoever, for the further, better, more perfectly, and absolutely or satisfactorily granting, assigning, and assuring the dividends, interest, proceeds, and premises hereby assigned, or mentioned or intended so to be, unto and to and for the use and benefit of the said (*purchaser*), his executors, administrators, and assigns, and to authorise and

PURCHASES.

Life Interest in Bank Annuities.

Further assurance.

PURCHASES.

Life Interest in Bank Annuities.

To appear at insurance office.

enable him and them to receive the same, as he or they, or his or their counsel in the law (being of the degree of a barrister) shall reasonably advise and require. AND moreover, that the said (*vendor*) shall and will at any time or times hereafter, at the request of the said (*purchaser*) his executors, administrators, or assigns, appear in person at any office or place of insurance within the cities of London or Westminster, or if thereunto required by him or them, or any such office or offices as aforesaid, send or cause and procure to be sent to him and them notice in writing of his place of abode, and also satisfactory certificates or other vouchers or documents of his being alive, and of the state and condition of his health, in order that the said (*purchaser*) his executors, administrators, or assigns, may insure any sum or sums of money which he or they may think fit upon the life of him the said (*vendor*), and in case of any such assurance being made he the said (*vendor*) shall not nor will do or cause to be done any act or thing whatsoever, whereby the same shall or may be impeached or rendered void or voidable. IN WITNESS, &c.

Attested copy.

*** An attested copy of this assignment should be delivered to the trustees for the purpose of furnishing them with notice of the change of interest.

PURCHASES.

Reversionary Interest in Bank Annuities.

No. CII.

An Assignment of a Reversionary *Interest in Bank Annuities to a Purchaser.*

Variations *where the Interest assigned is a* Moiety *or other undivided Part only.*

THIS INDENTURE made the day of in the year of the reign, &c. and in the year of our Lord . BETWEEN (*the vendor*) (1) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. Parties.

WHEREAS (2) A. B. late of, &c. deceased, in and by his last will and testament in writing, bearing date the day of , which was in the year , gave and bequeathed unto Recital of the will under which the vendor claims.

---

(1) A husband may dispose of such property as the wife has in expectancy as against every one but the wife surviving, White *v.* St. Barbe, 1 Ves. and Bea. 405.

But the court has no jurisdiction to take the consent of a feme covert to part with her contingent interest to accrue to her surviving husband, Richards *v.* Chambers, 10 Ves. jun. 580; but see Woollands *v.* Crowcher, 2 *ib.* 174.

(2) If the interest of the vendor arose under a marriage settlement, recite as *ante*, No. LXXXVI. p. 356. Marriage settlement.

PURCHASES.

Reversionary Interest in Bank Annuities.

(trustees) of, &c. and to the survivor of them the sum of £ three per cent. consolidated bank annuities, upon trust, to pay and apply the interest, dividends, and yearly proceeds thereof, and of such other funds and securities to or upon which the same might at any time, and for the time being, be transferred or invested, unto his wife, and her assigns, during the term of her natural life, for her and their own proper use and benefit, and from and after the decease of his said wife, then in trust, that they the said (*trustees*), and the survivor of them, or the executors, administrators, or assigns, of such survivor, should, and he and they were thereby directed as soon as conveniently might be thereafter to sell out and dispose of the said sum of £ per cent. consolidated bank annuities, or other the funds and securities upon which the same might be then invested, and pay, apply, and dispose of the produce thereof, or the money to arise therefrom, and the interest, dividends, and proceeds thereof in the mean time, or at the discretion of them the said trustees or trustee for the time being, assign and transfer the said annuities, funds, and securities, unto the said (*vendor*), his executors, administrators, and assigns, for his and their own proper and absolute use, benefit, and disposal, or unto and for such other person or persons, and in such manner and form as he the said (*vendor*), his executors, administrators, or assigns, should by writing under his or their hand or respective hands, direct or

PURCHASES.

Reversionary Interest in Bank Annuities.

appoint. AND WHEREAS the said (*testator*) departed this life on or about the day of without revoking or altering his said will, leaving his said wife him surviving, and who is still living, and the said will was soon after the decease of the said testator duly proved in the prerogative court of the Archbishop of Canterbury, by his executors therein named. AND WHEREAS the said (*purchaser*) has contracted with the said (*vendor*) for the purchase of his said reversionary interest in the annuities so bequeathed to him, expectant upon the decease of the said as aforesaid, and the funds and securities thereof, at the sum of £ .

Death of testator.

Agreement for purchase.

NOW THIS INDENTURE WITNESSETH, that for and in consideration (1) of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland of English value and currency, to the said (*vendor*) in hand, at or before the sealing and delivery of these presents, well and truly paid as and for the absolute purchase of the reversionary estate, and interest, of and in the said £ per cent. consolidated bank annuities, so bequeathed to the said (*vendor*), expectant upon the decease of the said as aforesaid, and

WITNESS, in consideration of the purchase money.

(1) A man may assign choses in action in his own right, without consideration, Carteret *v.* Pascal, 3 P. Wms. 199, 4 Bro. P. C. 168; but otherwise if in right of his wife, Bennet *v.* Kinaston, 2 Vern. 401.

PURCHASES.

Reversionary, Interest in Bank Annuities.

the funds, and securities of or for the same, the receipt whereof, as and for such purchase as aforesaid, the said (*vendor*) doth hereby acknowledge, [and of and from the same and every part thereof doth acquit, release, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, and also the said assigned property and premises, by these presents, He the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, set over, and confirm unto the said *(purchaser)*, his executors, administrators, and assigns, ALL that (1) the said sum of £ three per cent. consolidated bank annuities, to which the said (*vendor*), his executors or administrators, now is, or shall or may, or if these presents had not been made, would or might have become entitled to receive or interested in, upon the

The vendor assigns, &c.

The funds and securities.

Moiety, &c.

(1) If the vendor be entitled to a share or part only of the trust funds, say,

"ALL that the part, share, and proportion vested, contingent, reversionary, original, accrued, or otherwise of him the said *(vendor)* of and in ALL that the said sum of £ per cent. bank annuities, so given and bequeathed by the said hereinbefore in part recited will of the said (*testator*), deceased, unto or in trust for such of his children as should be living at the time of the decease of his wife (*or as the case may be*), and of and in the funds and securities," &c.

PURCHASES.

Reversionary Interest in Bank Annuities.

decease of the said or otherwise howsoever, and all and every the funds and securities, or fund or security, upon which the same or any part thereof now is, or hereafter shall or may be placed out or invested, and all and all manner of dividends, interest, proceeds, annual and other produce which shall or may arise or become due for or in respect thereof, from or after the decease of the said . AND all the estate, right, title, contingent, reversionary, and other interest, possibility, benefit, property, legal and equitable claim and demand whatsoever of him the said (*vendor*), of, in, and to the said sum of £ three per cent. consolidated bank annuities, and of, in, and to the funds and securities upon which the same, or any part thereof, shall or may at any time hereafter, and for the time being, be placed out or invested. TO HAVE, HOLD, receive, take, and enjoy the said annuities, funds, securities, estate, interest, and other the premises hereinbefore granted, bargained, sold and assigned, or otherwise assured, or mentioned or intended so to be, and every part thereof, unto and by the said (*purchaser*), his executors, administrators, and assigns, immediately from and after and expectant upon the decease or other sooner determination of the estate for life of the said to and for his and their own proper use and benefit, absolutely and for ever. AND, &c. (*Here add a power of attorney authorizing the purchaser to receive, &c. and direction to*

To hold to the purchaser absolutely.

Power of attorney.

PURCHASES. *trustees to transfer*) (1). And the said (*vendor*) for himself, his heirs, executors, and administrators, doth covenant and declare, with and to the said (*purchaser*), his executors and administrators, by these presents, that for and notwithstanding any act, matter, or thing by him the said (*vendor*) done, omitted, or knowingly suffered or occasioned to the contrary, he the said (*vendor*), at the time of the signing and sealing of these presents, is lawfully and rightfully intitled in reversion and expectant upon the decease or other sooner determination of the life estate or interest of the said as aforesaid, to the said bank annuities, funds, and securities hereby assigned, or otherwise assured, or mentioned or intended so to be, and that he the said (*vendor*) hath not at any time heretofore released, charged, incumbered, or otherwise prejudicially affected the same or any part thereof, in any manner howsoever, or made, or done, or been party or privy to any act, deed, matter, or thing whatsoever, whereby the said (*purchaser*), his executors, administrators, or assigns, shall or may be prevented, hindered, or delayed, in recovering or receiving the same, but now hath in himself full and absolute right and title to bargain, sell, assign, transfer, and set over the same unto the said (*purchaser*), his executors, administrators, and

Reversionary Interest in Bank Annuities.

Covenant by vendor that he is entitled, &c.

Hath right to convey.

(1) For the form of this power of attorney, &c. see *post*, No. CIII. p. 491.

Power of attorney.

assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. AND that he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may from time to time and at all times from and after the decease or other sooner determination of the estate or interest of the said (*tenant for life*), peaceably and quietly have, hold, receive, &c. (1). IN WITNESS, &c.

Reversionary Interest in Bank Annuities.

Quiet enjoyment.

---

(1) Add covenant for quiet enjoyment and further assurance, as in No. XCV. p. 430.

Quiet enjoyment, &c.

*** An attested copy of this assignment should be delivered to each of the trustees.

Attested copy.

No. CIII.

Assignment of a Legacy, &c. *to a Purchaser.*

Variations *where it is* Residuary *Property.*

THIS INDENTURE, of parts, made the day of , [* in the year of the reign, &c. and] in the year of our

Parties. Lord . BETWEEN *(the vendor)* of, &c. of the one part, and *(the purchaser)* of, &c.

Recital of will. of the other part. WHEREAS *A. B.* late of, &c. deceased, in and by his last will and testament in writing, bearing date on or about the day of which was in the year (1),

---

Brevity. * If brevity be particularly required, those parts within brackets may be omitted.

Residue. (1) If the assignment be of the residue of the testator's estate only, say,

Residuary legacy. "After several bequests therein mentioned, gave and bequeathed all the rest and residue of his personal estate and effects, of what nature and kind soever, unto the said (*vendor*) to and for his own use and benefit."

gave and bequeathed unto the said (*vendor*) the sum of £ to and for his own use and benefit, to be raised and paid to him by the executors in the said will named, within twelve months after the decease of the said testator. And the said testator nominated and appointed and executors of his said will. AND WHEREAS the said testator departed this life on or about the day of now last past, without revoking or altering his said will, and the said executors soon after his decease duly proved the same in the Prerogative Court of the Archbishop of Canterbury. AND WHEREAS the said (*vendor*) having immediate occasion for the said legacy, and the executors of the said (*testator*) not being at present enabled to raise and pay the same, the said (*purchaser*) hath agreed with the said (*vendor*) for the sale to him thereof, for the sum of £ , and the same is now intended to be assigned to him in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance and execution of the said agreement, and for and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the said legacy or sum of £ the said (*vendor*) doth hereby acknowledge,

PURCHASES.

Legacy, &c.

Death of testator.

WITNESS, that in consideration of the purchase money.

PURCHASES.

Legacy, &c.

[and of and from the same doth acquit, release, discharge, and exonerate the said (*purchaser*) his executors, administrators, and assigns, by these presents] HE the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents, DOTH grant, bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL that (1) the said legacy or sum of £ so bequeathed to the said (*vendor*) by the said hereinbefore in part recited will of the said (*testator*) as aforesaid, together with all interest now due or hereafter to become due, for or in respect of the same, and all the estate, right, title, interest, property, benefit, advantage, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*) of, in, to, or out of the same and every part thereof, by virtue of the said recited will, or otherwise howsoever. TO HAVE, HOLD, receive, take, and enjoy the said legacy or sum of £ and every part thereof, and all interest due or to become due for or in respect of the same, and all and singular other the premises

The vendor grants and assigns.

The parcels.

To hold to the purchaser absolutely.

Residue.

(1) If the assignment be of residuary property, say,

"ALL that the said residue of the estate and effects of the said (*testator*), from and after payment and satisfaction of all debts, legacies, and other payments therein particularly mentioned."

PURCHASES.

Legacy, &c.

hereby granted, bargained, sold, and assigned, or otherwise assured, or mentioned, or intended so to be, with the rights and appurtenances to the same belonging, unto the said (*purchaser*) his executors, administrators, and assigns, to and for his and their own proper use and benefit absolutely, and for ever, as his and their own proper monies, goods, chattels, and effects. AND for the considerations aforesaid, and for the better enabling the said (*purchaser*) his executors, administrators, and assigns, to obtain payment of, and receive and enjoy the said legacy or sum of £ and all interest now or hereafter to grow due for the same, he the said (*vendor*) [hath made, ordained, constituted, and appointed, and in his place and stead put and deputed, and by these presents] doth make, ordain, constitute, and appoint, and in his place and stead put and depute the said (*purchaser*) his executors, administrators, and assigns, the true, lawful, and rightful attorney and attorneys irrevocable of and for him the said (*vendor*) his executors and administrators, and in his or their name or names, or otherwise to ask for, demand, sue for, recover, and receive of and from the said (*executors*) or either of them, and of and from all or any other persons or person who shall or may be liable to pay the same, the aforesaid legacy or sum of £ and all accruing and arrears of interest thereof, and all and singular other the premises hereby assigned or otherwise assured, or mentioned or intended so to be; and

Letter of attorney to receive, &c.

PURCHASES. upon non-payment of the same, or of any part thereof, to sue forth, institute, commence, and prosecute any action or actions, suit or suits, or other legal, equitable, or other process or proceedings for the recovery thereof, and to settle, compound, or compromise all or any accounts or reckonings relative thereto, as he or they shall think fit, and from time to time to appoint and substitute any other attorney or attorneys, agent or agents, for the purposes aforesaid, or any of them, and to revoke any such appointment or substitution from time to time at his or their free will and pleasure; and generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, for or relative to the recovering or obtaining the said legacy or sum of £ and the interest thereof, or any part thereof respectively, and other the premises, and every or any part thereof, as fully and effectually to all intents and purposes, as he the said (*vendor*) might or could do, or have done, in his own proper person if these presents had not been made; and the said (*vendor*) doth hereby promise and agree at all times, and from time to time hereafter, to ratify, confirm, and allow all and whatsoever the said (*purchaser*) his executors, administrators, or assigns, or his or their attorney or attorneys, shall lawfully do or cause to be done, in or concerning the premises by virtue of these presents or otherwise howsoever; and doth hereby expressly declare that the receipt of the said or his exe-

Legacy, &c.

cutors, administrators, or assigns, or of his or their lawful attorney or attorneys, shall at all times be a good, sufficient, and effectual discharge for all and every sum or sums of money which shall be paid to him or them under or by virtue of these presents, and fully and absolutely exonerate and indemnify the person or persons paying the same from every obligation from seeing to the application thereof or any part thereof. And the said (*vendor*), for himself, his heirs, executors, and administrators, doth hereby covenant and declare with and to the said (*purchaser*) his executors, administrators, and assigns, that he the said *(vendor)* hath not at any time heretofore received, compounded for, released, or discharged the said legacy or sum of £ or other the premises mentioned or intended to be hereby assigned, or any part thereof, nor done, executed, or knowingly omitted or suffered, nor been party or privy to any other act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the same or any part thereof now is or hereafter shall, can, or may be charged, incumbered, or otherwise prejudicially affected in any manner whatsoever, or the said (*purchaser*) his executors, administrators, or assigns, be prevented or delayed in receiving the same, nor shall nor will at any time hereafter, without the express consent and direction of the said (*purchaser*) his executors, administrators, or assigns, receive, compound, release, discharge, incumber, or prejudice the same.

Covenant by the vendor that he has not received, &c.

PURCHASES. *(Add a covenant by the vendor that he has a right to assign, and for further assurance)* (1).

Legacy, &c.

Covenant for title.

(1) See the form of these covenants, *ante*, No. XCV. p. 431.

Attested copy.

*** An attested copy of this assignment should be delivered to each of the executors.

No. CIV.

An Assignment to a Purchaser of a Share *in a* Company (1).

Variations *as below.*

THIS INDENTURE made the day of in the year of our Lord . BETWEEN

(1) By the 6 Geo. I. c. 18. it is declared, that all public undertakings tending to the inconvenience of his majesty's subjects in their trade or other lawful affairs, and all public subscriptions, assignments, or transfers for furthering the same, and more particularly the acting as a corporate body, the raising transferable stock without legal authority, or transferring shares therein, shall be deemed illegal and void.—Hence it has been doubted, whether the institutions and undertakings which have lately been established in the metropolis and many other parts of the kingdom for insurances, manufactories, &c. are valid, and the shares of the members lawfully transferable. Upon this subject several of the most eminent gentlemen of the profession have been consulted, and their sentiments have been various. The opinion of the author is, that such of them as have no tendency to aggrieve or inconvenience any considerable part of his majesty's subjects, are valid; but that such as have that pernicious tendency, are void: and of this opinion was a learned serjeant now on the bench; but he conceived that independently. 6 Geo. I. c. 18.

PURCHASES.

Share in a Company.

(*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part.

Recitals.

WHEREAS, &c. (*recite the title of the vendor to the share intended to be assigned.*) AND WHEREAS the said (*purchaser*) hath agreed with the said (*vendor*) for the purchase (1) of his said share and interest in the said mines, &c. (*or as the case may be*) at the price or sum of £ .

Witness, that in consideration of the purchase money.

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £ of lawful money of that part of the

---

of the legality or illegality of the institution, it was by the above act made illegal in all cases to transfer the shares, or a portion of the stock, in any public establishment, without the authority of parliament; but it appears to the author, that if an institution be legal in itself, it cannot be rendered otherwise by the circumstance of its shares being made transferable from one person to another, as it appears to be a contradiction, to admit it to be lawful to possess an interest in a company, and at the same time to hold it to be unlawful to dispose of such interest; and a derivative holder cannot, it should seem, stand in any other predicament than that in which the original proprietor stood. It may moreover be observed, that it is contrary to the general policy of our laws, that any species of property should be unalienable; whence it is presumed, that the words which seem to forbid the transfer of shares generally and indefinitely, must necessarily be construed to refer to such institutions only as are prohibited by the act; and see King *v.* Webb, 14 East, 406, 414. But the Bristol Ale Brewery has been determined to be within 6 Geo. I. c. 18. Buck *v.* Buck, 1 Campb. 547; and see Davis *v.* Hawkins, 3 Maul. and Selw. 488, and so of the Philanthropic Annuity Society, Rex *v.* Stratton, *ibid.* 549. But whether the Golden Lane Brewery was a nuisance under that act, the court in a case before it declined deciding. Brown *v.* Holt, 4 Taunt. 587, but see the case of Buck *v.* Buck, above cited.

Auction.

(1) If the sale were by public auction, see *ante*, No. LXX. p. 132, n. (1).

United Kingdom of Great Britain and Ireland, called England, in hand well and truly paid to the said (*vendor*) by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge, and of and from the same doth acquit, release, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, by these presents, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, two full and undivided fourth parts, shares, or doles, the whole into four equal parts, shares, or doles, being considered as divided, of and in all that copper-mine or adventure of copper, [*or as the case may be*] called by the name of situate in the parish of in the county of (1), together with the like parts or shares of and in all copper stuff and copper ore, lead, tin, tin ore, and all or any other metals and minerals now or hereafter to be found, broken, or brought up to grass, in,

PURCHASES.

Share in a Company.

Vendor assigns.

Parcels.

(1) Or,

"All that one share numbered of and in the capital stock of a certain company, called or known by the name of the Mine Company, as the same is now worked and carried on at in the county of ."

PURCHASES.

Share in a Company.

upon, or out of the copper-mine, or adventure and premises, or any part or parcel thereof, and also of and in all tackle, tools, whims, engines, stamping-mills, and implements of mining whatsoever, and all ways, paths, passages, easements, profits, commodities, advantages, rights, members, and appurtenances thereto belonging. And all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, of him the said (*vendor*) of, in, unto, or out of the same parts or shares, and every part and parcel thereof.

To HOLD for residue of said term.

To HAVE AND TO HOLD the said two full undivided fourth parts, shares, or doles, and other the premises hereby assigned, or otherwise assured, or intended so to be, with the respective rights, members, and appurtenances, unto and by him the said (*purchaser*) his executors, administrators, and assigns, according to the custom of the stannaries of (*or as the case may be*), from henceforth for and during all the residue now to come of the said term of years, but

Subject to proportion of yearly rent.

subject nevertheless to the payment of a due proportion of the lord's and founder's dues (being one part), payable for or in respect

And of costs of working.

thereof. AND also to two full parts or shares of all costs and charges henceforth to accrue in working, trying, and prosecuting the said mine and premises, and to the articles, regulations, and agreements already or hereafter to be made and entered into for facilitating and prosecuting the

PURCHASES.

Share in a Company.

said mine and the affairs thereof (1). AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth by these presents covenant and declare to and with the said (*purchaser*) his executors, administrators, and assigns, in the manner following, that is to say, that he the said (*vendor*) at the time of the sealing and delivery of these presents, is lawfully possessed of and rightfully entitled unto the said parts, shares, or doles, hereby assigned, or otherwise assured, or intended so to be, of and in the aforesaid mine or adventure and premises, and now hath in himself good right, full power, and lawful and absolute authority to assign and assure the same parts, shares, or doles, with the appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, in the manner and for the time aforesaid. AND also that it shall and may be lawful to and for the said (*purchaser*) his executors, administrators, and assigns, from henceforth peaceably and quietly to have, hold, use, occupy, possess, and enjoy the same, and receive

Covenants for title.

Right to assign.

Quiet enjoyment.

(1) And, if the case be so,

"But nevertheless under and subject to the covenants, provisoes, clauses, and agreements contained in or referred to by a certain indenture of settlement, of or concerning the said company, bearing date the day of in the year of our Lord , and inrolled in his majesty's court of at Westminster, and other the rules or regulations of the said company for the time being."

PURCHASES.

Share in a Company.

and take the dividends, proceeds, and profits thereof, without the lawful let, suit, trouble, interruption, ejection, or hindrance whatsoever, of or by him the said (*vendor*) his executors, or administrators, or any other person or persons whomsoever lawfully claiming or to claim the same by, from, under, or in trust for him, them, or any or either of them (subject and except only as aforesaid).

Free from incumbrances.

And that free and clear, and freely, clearly, and absolutely acquitted, exonerated, and discharged of, from, and against all and all former and other gifts, grants, bargains, sales, assignments, leases, mortgages, charges, expenses, forfeitures, and incumbrances whatsoever, by the said (*vendor*) had, made, done, committed, or consented unto.

Further assurance.

And also that he the said (*vendor*) his executors and administrators, and all and every person or persons claiming or to claim under him or them, shall and will from time to time, and at all times hereafter, at the reasonable request, costs, and charges in the law of him the said (*purchaser*) his executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, assurance and assignments in the law whatsoever, for the further, better, more perfectly and absolutely or satisfactorily assigning and assuring the said parts and shares hereby assigned, or mentioned or intended so to be, with the appurtenances, unto the said

(*purchaser*) his executors, administrators, and assigns, for the time and in manner aforesaid, as by the said (*purchaser*) his executors, administrators, and assigns, or his or their counsel in the law, shall be reasonably and lawfully advised or required. IN WITNESS, &c.

PURCHASES.

Share in a Company.

No. CV.

An Assignment of a Portion *provided for a younger Child by Marriage Settlement.*

THIS INDENTURE, made the day of in the year, &c. and in the year of our Lord . BETWEEN the (*vendor*) of, &c. one of the younger sons of (*the vendor's father*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part.

Recital of marriage settlement directing portions for younger children.

WHEREAS in or by an indenture of lease and release bearing date respectively on or about the and days of in the year of our Lord , the release being of parts, and made or expressed to be made between, &c. and purporting to be a settlement made in contemplation of a marriage then agreed upon, and intended to be shortly solemnized between the said *(father)* and *(mother)*, the said *(father)* with a view of making some provision for the said *(mother)*, and the issue, if any, of the said marriage, in case the same should take effect, conveyed and assured certain messuages, lands, and hereditaments, therein particularly described, to

trustees therein named, and their heirs, to and for the use (amongst other uses) of them the said trustees, their executors, administrators, and assigns, for the term of years, to commence and be computed from the decease of the said *(father)*, upon trust that in case of there being any children or child of the said marriage other than an eldest or only son, the said trustees or the survivor of them, or the executors or administrators of the survivor, or their or his assigns, should after the decease of the said *(father)* by sale, mortgage, or other disposition of the messuages, lands, and hereditaments, comprised in the said term of years, or of any part thereof, for all or any part of the said term, or by or out of the rents, issues, and profits of the said hereditaments, or any part thereof, in the mean time, or by any other lawful ways or means, raise and obtain the sum of £ for the portion or portions of all and every the younger son or sons or the daughters of the said intended marriage, to be equally divided between or amongst them (if more than one) share and share alike; and if there should be but one such younger child, then the whole of the said sum to be for such only younger child, and it was thereby declared that the share or shares of such of the said children as should be a son or sons should become a vested interest in him or them respectively, at his or their age or respective ages of twenty-one years, and in such of them as should be a daughter or daughters at that age or marriage, whichever

PURCHASES.

Portion.

PURCHASES. *Portion.*

might first happen, and should be payable and paid to him, her, or them at the same ages or times in case the said *(father)* should happen to be then dead, but if not, then the payment thereof was to be postponed till the expiration of six calendar months next after his decease, and then to be paid with interest after the rate of for every one thousand by the year, from the day of the death of the said *(father)*. AND it was by the said indenture further declared, that in case any such younger son or sons should happen to depart this life, or become an eldest or only son before he should attain the age of twenty-one years, then the portion or portions of him or them so dying, or of the son becoming an eldest or only son, or so much thereof as should not have been sooner employed for his or their preferment or advancement in the world, under the proviso therein contained for that purpose, should survive and go to and amongst the surviving or other younger son or sons, and be so divided (if more than one) and payable as and when his or their original share or shares were thereby made payable. AND WHEREAS the said marriage was duly had and solemnized soon after the date of the said indenture. AND WHEREAS the said *(father)* afterwards departed this life on or about the day of leaving the said (*vendor*) and three other younger children, namely one son and two daughters, him surviving and who are all still living, but under the age of twenty-one years and unmarried. AND WHEREAS the said (*vendor*) attained the age of

twenty-one years on or about the day of now last past, whereby he became and is now entitled to the sum of £ as his one-fourth part or share of the said sum of £ with a contingent interest in any further sum to accrue on the decease of his brothers and sisters respectively, under that age and unmarried as aforesaid. AND WHEREAS the said (*vendor*) hath agreed with the said (*purchaser*) for the sale to him of his said part or share of the said sum or portion at the price of £ . NOW THIS INDENTURE WITNESSETH, that in pursuance of the said purchase, and for and in consideration of the said sum of £ , of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendor*) in hand paid by the said (*purchaser*), at or immediately before the sealing and delivery of these presents, the receipt whereof the said (*purchaser*) doth hereby acknowledge, and of and from the same doth acquit, release, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, by these presents, HE the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*) ALL that one undivided fourth part or share, the whole into four undivided parts or shares being considered as divided, and also all and every other the part and parts, or share and shares, interest and interests whatsoever, whether vested, contingent, or otherwise, to which he the

PURCHASES.

Portion.

Contract for purchase.

WITNESS, vendor in consideration, &c.

Assigns to purchaser.

PURCHASES. said (*vendor*) now is or shall, or may, or if these presents had not been made, would or might have become entitled to in the said sum of £ , and all the estate, right, title, trust, possibility, benefit, advantage, claim and demand whatsoever, at law and in equity, of him the said (*vendor*) in, to, or out of the same. To HAVE, hold, receive, take, and enjoy the said undivided fourth part or share, and all and every other the part and share, and parts and shares, and premises hereby assigned, or otherwise assured, or intended so to be, unto and by him the said (*purchaser*) his executors and administrators, in as full and ample a manner in all respects as he the said (*vendor*) now is, or could, would, or might have been entitled to the same, if these presents had not been made; together with full power and authority for him the said (*purchaser*) his executors, administrators, and assigns, in the name or names of him the said (*vendor*) his executors or administrators, (he and they being at all times saved harmless and indemnified in respect thereof), to ask, demand, sue for, recover, and receive the same, of and from the trustee or trustees for the time being, of the said term of five hundred years, or the person or persons entitled to the lands charged therewith, or other the person or persons whom it shall or may belong to pay the same, and to take and pursue all and every requisite and proper means and remedies for enforcing and compelling the same to be raised and paid. AND the said (*vendor*) doth hereby authorise, request, direct, and re-

Portion.

To HOLD, &c.

Power to receive.

Directions to trustees to pay.

Portion.

quire the trustee or trustees for the time being of the said term of five hundred years, or the person or persons entitled to the hereditaments so charged with the said sum or portions as aforesaid, and all and every other person and persons to whom the payment thereof shall or may belong, to pay the said part or share, and parts and shares hereby assigned, or otherwise assured, or expressed and intended so to be, with all interest due or to grow due thereon, unto him the said (*purchaser*) his executors, administrators, and assigns, to and for his and their own proper use and benefit, or as he or they may lawfully direct or appoint; and doth hereby agree and declare that the receipt of the said (*purchaser*) his executors, administrators, or assigns, shall be a full and effectual discharge to the person and persons paying the same. AND, &c. (*Add usual covenant for title, &c.*) (1). IN WITNESS, &c.

---

(1) These will be similar to those, *ante*, p. 430. Covenants.

No. CVI.

An Assignment of Money *to arise from Premises devised to be sold.*

THIS INDENTURE, made the day of in the year, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. (one of the sons, and a legatee named in the last will and testament of *A. B.* late of, &c. deceased), of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS &c. (*recite so much of the will of the testator by which the premises were devised to be sold upon his decease, and the purchase to be divided amongst his children*). AND WHEREAS the said (*testator*) departed this life on or about the day of now last past, without revoking or altering his said will, in respect of the said devise or bequest in trust for sale as aforesaid, and the same was soon after his decease duly proved by his executors therein named, in the prerogative court of the Archbishop of Canterbury. AND

Recital of will.

PURCHASES.

Assignment of Purchase Money.

WHEREAS there was living at the time of the death of the said (*testator*) the said (*vendor*), and one daughter, who is still living, but under the age of twenty-one years, and unmarried. AND WHEREAS the said (*vendor*) attained the age of twenty-one years on or about the day of in the year . AND WHEREAS the said (*vendor*) hath agreed with the said (*purchaser*) for the absolute sale to him of his share in the monies to be produced by the sale of the said hereditaments, at or for the price or sum of £ . NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, in hand well and truly paid to the said (*vendor*) by the said (*purchaser*) at or immediately before the sealing and delivery of these presents, the receipt whereof in full for such purchase as aforesaid, the said (*vendor*) doth hereby acknowledge, and of and from the same doth release, exonerate, and for ever discharge the said (*purchaser*), his executors, administrators, and assigns, by these presents, HE the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and quit claimed, and by these presents DOTH grant, bargain, sell, assign, transfer, and quit claim, unto the said (*purchaser*), his executors, administrators, and assigns, ALL that one undivided moiety or equal half part (*or as the case may be*) the whole into two equal parts being considered as divided, and all and every other the

Contract for sale.

WITNESS, that in consideration, &c.

The vendor assigns, &c.

PURCHASES.

Assignment of Purchase Money.

part, share, or proportion, vested, contingent, or otherwise of him the said (*vendor*), of or in all and every the sum and sums of money to be produced or arise by or from the sale or disposition of the messuages or tenements and premises so devised or bequeathed to the said (*trustees*) in or by the said in part recited will of the said (*testator*) deceased, in trust to be sold, as hereinbefore is mentioned, and all the right, title, and interest, possibility, claim, and demand whatsoever, of him the said (*vendor*), of, in, or to the same, and also of, in, or to the messuages, or tenements, and hereditaments so hereby directed to be sold as aforesaid, and of and in every part of the same respectively, To HAVE, hold, perceive, receive, take, and enjoy the said undivided moiety or equal half part, and right, title, interest, and premises hereby assigned, or otherwise assured or intended so to be, unto and by him the said (*purchaser*), his executors, administrators, and assigns, to and for his and their own proper use and benefit, and as his and their own proper goods, chattels, estates, and effects, absolutely for ever. AND the better to enable the said (*purchaser*), his executors, administrators, and assigns, to have and receive the said part or share, or parts or shares, of the said sum, He the said (*vendor*) hath, &c. *(Add power of attorney to authorise the purchaser to use the name of the vendor for receiving the sum assigned* (1).

To hold to the purchaser.

Letter of attorney.

(1) See *ante*, p. 491, 493.

Assignment of Purchase Money.

Covenant for title, &c.

AND the said (*vendor*), for himself, his heirs, executors, and administrators, doth covenant and declare, to and with the said (*purchaser*), his executors, administrators, and assigns, by these presents, in the manner following, that is to say, that he the said (*vendor*) hath not at any time heretofore received, released, or discharged, or been party or privy to the receiving, releasing or discharging the part, share, or proportion, or parts, shares, or proportions of him the said (*vendor*), of or in the said £ or any part thereof, nor done, committed, or knowingly suffered any act, deed, matter, or thing whatsoever, whereby the same, or his right, or title thereto, can or may be impeached, charged, incumbered, or prejudiced in any manner howsoever, and that he the said (*vendor*) will not at any time hereafter receive, release, or discharge the same or any part thereof, unless by the direction or consent of the said (*purchaser*), his executors, administrators, or assigns, nor will at any time revoke or make void the power or authority hereby given for receiving or recovering the same. And moreover that, &c. (*Add covenant for further assurance*) (1). IN WITNESS, &c.

(1) See *ante*, p. 431.

No. CVII.

An Assignment to a Purchaser of a Debt (†) *due on a* Mortgage in Fee (1).

Variations *where the Mortgage was by* Demise.
Where by Assignment *of Leasehold Premises.*
Where made by the Mortgagee's Representatives.

THIS INDENTURE, made the day of in the year of the reign, &c. and in the

Choses in action.

(†) Debts and other choses in action which are not assignable by law, are yet transferable in equity, which considers the assignor a trustee for the assignee (and the court will enforce a specific performance of an agreement for such assignment, Wright v. Bell, 1 Dan. 95); therefore in the case of money due on bond, the action to recover it must, notwithstanding the assignment, be brought in the name of the original obligee, and for that reason a power of attorney to sue in his name should always be inserted in the assignment. Book debts, and all other sums of money due on contract, are choses in action, and therefore, though assigned, must be sued for in the name of the original creditor.

And if the plaintiff in an action obtains a *fi. fa.* and attaches the

(1) For an assignment of debts due on simple contract, bond, or judgment, see WILDE'S SUP. Vol. I. Nos. XXIII. XXIV. and XXV.; and for the transfer of a mortgage debt (the mortgagor being party), see 2 *ib.* No. CXC. and notes and variations there.

year of our Lord . BETWEEN (*the* PURCHASES.

Money due on Mortgege.

goods of the defendant, they may be assigned to him by the sheriff, after an appraisement, in satisfaction of, or in part satisfaction of his debt. On the determination or dissolution of a partnership, one partner may assign his share in the partnership debts and effects to the other, but as they are joint tenants, the word *release* should always be made use of; indeed that word alone would pass the whole interest to the party.

Sums of money due on turnpike securities, corporation bonds, and canal shares, &c. will, generally speaking, pass by assignment: with respect to canal shares, they are sometimes, by the act for making the canal, declared to be real estate, and the form of transfer is usually prescribed by the act, and frequently exempted from the stamp duties.

Legacies, and sums of money due on mortgage, are so far considered as capable of being completely assigned, that on payment of the money, the release or discharge is taken from the assignee alone, and after an assignment of money due on mortgage, where the estate remains vested in the assignor, he becomes a trustee for the assignee, without any express agreement for the purpose, though it is always proper to insert one.

If a bankrupt is intitled to the interest of a sum of money placed out in the funds, or on real or other securities, his assignees may transfer the income to a purchaser during the bankrupt's life, by another assignment of "the interest or dividends and yearly proceeds arising or resulting from the money from time to time during the life of the bankrupt, and all the right, interest, &c. of the assignees therein," habendum "the premises to the purchaser, his executors, &c. for his own use and benefit."

If a legacy be payable to a person abroad, a power of attorney is usually given to some one in England to receive and give a discharge; but this is not a safe method, for the party who granted the power may revoke it (every power being in its nature revocable at pleasure), or may be dead when the discharge for the legacy is executed; in which case, as the power would be determined, the discharge would be void. The proper method is for the legatee abroad to assign the legacy to some person in England, "to the intent and purpose that he may be

PURCHASES. *mortgagee* or *vendor*) of, &c. of the one part,

Money due on Mortgage.

qualified and enabled to receive the legacy, and to make and execute a sufficient release and discharge for the same."

In this case, if the legatee should die before the legacy is paid and the release given, still the whole interest and property of the legacy being vested in the assignee, he would be capable of receiving and releasing it.

In some instances it is desirable for the owner of lands charged with a legacy or sum of money on paying it to a trustee to have it assigned to a trustee, in order that the money may not merge, but remain a subsisting incumbrance upon the land. In this case after reciting the deed or will by which the legacy or sum is charged, it may be assigned to a trustee for the owner of the estate. "In trust for the owner, his executors, administrators, and assigns, to the intent that the same may be preserved and kept on foot as a subsisting incumbrance upon the lands and tenements charged with the payment thereof." Tenants for life, or any other persons having limited interests, ought to take assignments in this way, of such incumbrances as are paid off by them, as in that case their personal representatives would stand in the place of the incumbrances, and be entitled to receive the amount from persons subsequently entitled to the lands.

Legacies and other sums of money payable out of real or personal estate may be assigned, either absolutely or by way of of mortgage, either with a proviso that on payment of the loan, the legacy or sum shall be assigned, or in trust that the assignee shall receive the same, and after deducting and retaining thereout his principal and interest, in trust to pay the surplus to the assignor.

If by deed or will, lands are conveyed or assigned to trustees in trust to be sold, the persons intitled to the money may sell or assign their shares, by way of mortgage as money or personal estate; but parties who have the sole interest in the money to arise by the sale of the lands, may elect to have their shares considered as real estate, and convey them accordingly; but the election should be apparent and upon the face of the deed or instrument.

and *(the purchaser)* of, &c. of the PURCHASES.

Money due on Mortgage.

And a husband may in most cases assign the personal and chattel interests of his wife without her concurrence; see Moode *v.* Mathews, 7 Ves. 183; *sed vid.* also Macauley *v.* Philips, 4 *ib.* 15.

Things in action, (as debts due to the wife by bond, &c. which are to be demanded by action), are only so far vested in the husband by the act of marriage, that he may reduce them into possession when he will, for, if he dies in the lifetime of the wife, without having made this alteration, they shall survive to her. And so, on the other hand, upon the death of the wife, in the lifetime of the husband, they shall not survive to him, as things in possession, nor shall he have any right to them, but only as her administrator, the statute of distribution, (stat. 22, and 23, c. 2), not extending to the estates of *femmes covertes.*

Right of husband to wife's choses in action.

Where there is an assignment by the husband of choses in action belonging to the wife, there must be a valuable consideration in order to give it validity, for they not being assignable at law, the Court of Equity gives effect to them only by reason of the consideration paid, without which, therefore, they will survive to the wife, notwithstanding the husband's assignment. Burnett *v.* Kinnaston, 2 Vern. 401; Bates *v.* Dandy, 2 Atk. 207; Carteret *v.* Paschal, 3 P. Wms. 197; but it is otherwise of terms for years and chattel interests, for of these his assignment will pass without consideration, they being things in possession and assignable at law.

Where, however, it is of an equitable interest only (i. e. if it cannot be got in without the aid of a Court of Equity, see Attorney-General *v.* Wherewood, 1 Ves. 539, as contingent reversionary interests or the like), it seems that it will not pass by the assignment of the husband even for a valuable consideration, without her previous consent on her examination in Chancery, Macauley *v.* Philips, 4 Ves. 19, Like *v.* Beresford, 3 Ves. 511, particularly if it be of the whole of her property, so as to deprive her of the portion which the court would settle upon her if a bill were filed on her behalf; Wright *v.* Morley, 11 Ves. 12;

PURCHASES.

Money due on Mortgage.

other part. WHEREAS, &c. (1). AND WHEREAS by a bond or obligation in writing under the hand and seal of the said (*mortgagor*), bearing even date with the said in part recited indenture of release, the said (*mortgagor*) became bounden to the said (*vendor*) in the penal sum of £ with a consideration thereunder written for making void

---

Puer *v.* Hall, 4 Bro. C. C. 139; and they will therefore survive to the wife notwithstanding the husband's assignment, and her concurring in the assignment will make no difference, Mitford *v.* Mitford, 9 Ves. 87; Woollands *v.* Crowther, 12 *ib.* 174; Hornsby *v.* Lee, 2 Madd.; and if the husband be a bankrupt, the wife will be entitled to an allowance; see Lamb *v.* Milner, 5 Ves. 517.

And a Court of Equity will interfere to protect the property of the wife against the legal rights of her husband, where the subject is the creature of equity, and he cannot obtain them without application to that court; but it will not lend itself to enable him to acquire against the wife a right which he cannot obtain at law, and therefore will not take the consent of the wife in court to part with a reversionary interest in personal property in favour of her husband, for until the reversion comes into possession, no equity arises for the court to exercise its jurisdiction upon; Pichard *v.* Roberts, 2 Mad. 384; *sed vid.* Richards *v.* Chambers, 10 Ves. 580.

And hence a married woman possessing separate personal property, may dispose of it without the concurrence of her husband, and it makes no difference whether it is vested in trustees or not; Tappenden *v.* Walsh, 1 Phill. 352, and cases there cited.

And it is chargeable with her express contracts by a written instrument, but not with her general engagements; see Greatly *v.* Noble, *et al.* 3 Mad. 79, and cases there cited.

Recitals.

(1) Recite here the mortgage, if in fee, as in Vol. II. No. XXXVI. p. 119; if it were by demise, as in No. XXVII. p. 145; and if by assignment, as *ante*, No. LXXV. p. 208.

PURCHASES.

Money due on Mortgage.

the same on payment of the said principal sum of £ and interest, at the times and in the manner therein, and in the said indenture of release mentioned. AND WHEREAS the said principal sum of £ was not paid at the time in the said indenture appointed for that purpose, nor hath since been paid, and there is now due to the said (*vendor*) the further sum of £ for an arrear of interest upon the said sum, making together the sum of £ (1).

Default in payment.

AND WHEREAS the said (*purchaser*) hath contracted with the said (*vendor*) for the purchase of the said mortgage debt, and the securities for the same, at or for the sum of £ . NOW THIS INDENTURE WITNESSETH, that in pursuance of the said contract, and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or before the sealing and delivery of these presents, the receipt whereof, and that the same is in full for the absolute purchase of the said debt or principal sum of £ and all arrears

Agreement for sale of mortgage debt and securities.

WITNESS, That in consideration of the sum of £

---

(1) The original sum advanced by the mortgagee, it is to be observed, will alone carry interest, and not the aggregate sum of principal with the arrears of interest due; see Matthews v. Walwyn, 4 Ves. 118, 128; and see 2 WILDE's SUP. p. 468, n. (6).

Interest.

Parties.

Names two or more of them.

and future accruing interest thereof, and all securities for the same, the said *mortgagee*, doth hereby acknowledge, and of and from the same doth acquit, release, exonerate, and for ever discharge the said *purchaser*, his executors, administrators, and assigns, by these presents, He the said *vendor* HATH bargained, and assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said *purchaser*, his executors, administrators, and assigns, ALL that the said principal sum of £ (1), so due and owing upon or by virtue of the said hereinbefore in part recited Indenture of release by way of mortgage, of the day of , and all interest and arrears of interest, and all and every other sum and sums of money which now is or are or hereafter shall or may grow or become due or owing for or in re-

The vendor assigns the sum due and securities.

Mortgage debt.

(1) As the *debt* owing on the mortgage, and not the land *mortgaged*, is the principal thing in a mortgage transaction; *see Matthews v. Walwyn*, 4 Ves. 126; that is usually first assigned.

Choses in action.

In the transfer of personal chattels and choses in action, there should be an assignment or delivery of the security, if any, and notice to the debtor, to render it valid as against creditors, Ryal *v. Rowles*, 1 Ves. 348, 1 Atk. 171; and see 9 Ves. jun. 410, 5 Esp. Rep. 22; Edwards v. Harben, 2 Durnf. and E. 587; *Vanlaval v. Baron*, *ib.* 597, 17 Ves. 197; but it will be valid as against the assignor, and also a creditor with whose privity it was made, although not accompanied by possession; but void as against other creditors, unless there be a change of possession jointly with assignor.

(2) See *ante*, p. 513, in notes.

spect of the same; and also the said hereinbefore in part recited indentures and the said in part recited bond, and all other deeds and securities, now subsisting and in force, for better securing the payment of the said principal sum and interest; and all benefit and advantage to arise or be had, received, or taken, by or from the same respectively; and all the estate, right, title, interest, use, trust, property, benefit, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*), of, in, to, or concerning the said principal and interest, monies and securities, and every of them respectively. To HAVE, hold, receive, take and enjoy the said principal sum of £ and all interest thereof, and all and singular other the monies, securities, and premises hereinbefore assigned, or otherwise assured, or intended so to be, unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth for ever, to and for his and their own use and benefit, and as and for his and their own proper monies, securities, and effects. AND for the better enabling the said (*purchaser*) his executors, administrators, and assigns, to recover and receive the said monies, and enforce the said securities, He the said (*vendor*) HATH made, deputed, constituted, and appointed, and by these presents DOTH make, depute, constitute and appoint the said (*purchaser*), his executors, administrators, and assigns, his true and lawful attorney and attorneys, for him and in his name, but for the sole use and benefit of the said (*purchaser*),

PURCHASES.

Money due on Mortgage.

To hold to the assignee absolutely.

Power of attorney to receive sum due.

PURCHASES.

Money due on Mortgage.

his executors, administrators, and assigns, to ask, demand, sue for, recover, and receive, of and from the said (*mortgagor*), his heirs, executors, or administrators, and all and every or any other person or persons to whom it shall or may belong to pay the same, the said principal sum of £ so due and owing upon or by virtue of the said in part recited securities as aforesaid, and all interest and arrears of interest now or hereafter to grow due for or in respect of the same; and upon payment thereof, or of any part thereof, good, sufficient, and proper receipts, acquittances, releases, and discharges, to make and give for the same; and upon nonpayment thereof, or of any part thereof, to commence and prosecute in the name of the said (*vendor*), his executors, administrators, or otherwise, any suit or action, or suits or actions, in any court of law or equity, upon the said securities or any of them, and to take any other lawful measures for the recovery and obtaining payment thereof; and also to substitute and appoint one or more attorney or attorneys, under him the said (*purchaser*), his executors, administrators, and assigns, for all or any of the purposes aforesaid, and from time to time to displace or remove any such attorney or attorneys, and any other or others in his or their place or stead to substitute and appoint; and generally, in the name of him the said (*vendor*), his executors or administrators, to do all and every or any other acts, deeds, matters, and things whatsoever, in and concerning the premises as fully and effec-

tually to all intents and purposes as he the said (*vendor*), his executors or administrators, could or might do or have done if these presents had not been made; he the said (*vendor*) hereby ratifying and confirming, and promising and agreeing from time to time and at all times, to ratify and confirm, (being indemnified and saved harmless from and against all loss, costs, charges, damages, and expenses, by reason thereof), all and whatsoever his said attorney or attorneys shall lawfully do or cause to be done in or about the premises by virtue of these presents or otherwise. AND THIS INDENTURE ALSO WITNESSETH (1), that in further pursuance

PURCHASES.

Money due on Mortgage.

(1) If the mortgage were by demise, say,

Where mortgage by demise.

"AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, and for the considerations aforesaid, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL and singular the messuages, lands, tenements, and hereditaments, comprised in the said hereinbefore in part recited indenture of the day of , and thereby demised to the said (*vendor*), his executors, administrators, and assigns, for the term of years as hereinbefore is mentioned, with all and singular the rights, members, and appurtenances to the same premises respectively belonging, and all the estate, right, title, interest, term and terms for years now to come and unexpired, trust, property, possession, claim, and demand whatsoever, both at law and in equity of him the said (*vendor*), under or by virtue of the said in part recited indenture, or otherwise howsoever, in, to, out of, or respecting the said premises, or any part thereof, together with the said indenture, and

PURCHASE. of the said agreement, and for the consideration aforesaid, He the said (*vendor*) HATH bargained, sold, aliened, and released, and by these presents DOTH bargain, sell, alien, and release, and by way of conveyance only, and not for or by way of warranty, DOTH grant and confirm unto the *purchaser*, his heirs and assigns, ALL, every, and singular, the messuages, lands, tenements, hereditaments, and other the premises, in or by the said hereinbefore in part recited indentures of lease and release of the and days of , so granted and released, or otherwise as-

Money due on mortgage

---

all and every other the deeds, writings, and evidences of title whatsoever, now in the custody or lawful power of him the said (*vendor*), in any wise relating to the same premises or any part thereof. TO HAVE AND TO HOLD the said messuages, lands, tenements, and all and singular other the premises, lastly hereinbefore assigned, or intended so to be, with their and every of their appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, to and for his and their own proper use, behoof, and benefit, from henceforth for and during all the residue and remainder of the said term of years, in or by the said hereinbefore in part recited indenture of the day of granted or demised, which is or may be now to come and unexpired. SUBJECT nevertheless, &c." *as in the text.*

The mortgage of leaseholds.

And if the mortgage be of leasehold premises, add,

"AND subject also to the payment of the yearly rent by the said indenture of lease reserved, and to the performance and observance of the several covenants, provisoes, and agreements therein contained on the part of the tenant, lessee, or assignee thereof, to be performed or observed."

sured unto him the said (*vendor*), as hereinbefore is recited or expressed, with all and every the rights, members, and appurtenances thereof, (ALL which said messuages, lands, tenements, and hereditaments, are now in the possession of the said (*purchaser*) by virtue of a bargain and sale for a year to him thereof made by the said (*vendor*) for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents), and the reversion and reversions, remainder and remainders, and rents, issues, and profits of and in the same premises; and all the estate, right, title, and interest whatsoever of him the said (*vendor*), therein or thereto, under or by virtue of the said hereinbefore in part recited indentures, or otherwise howsoever; together also with the said indentures, and all other the deeds, writings, and evidences of title whatsoever, in anywise relating to the same premises or any part thereof, now in the custody or lawful power of him the said (*vendor*), as mortgagee as aforesaid, or which he or they can or may procure without action or suit at law or in equity. To HAVE and to hold the messuages, lands, tenements, hereditaments, and all and singular other the premises lastly hereby granted and released, or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances, unto the said *(purchaser)* and his heirs, to and for the use and behoof of him the said *(purchaser)*, his heirs and assigns for ever; SUBJECT nevertheless to such equity or right of

PURCHASES.

Money due on Mortgage.

Reference to bargain and sale for a year.

To hold to the purchaser.

Subject to mortgagor's equity of redemption.

PURCHASES. redemption as the same premises now or for the time being are or may be subject or liable to under or by virtue of the said hereinbefore in part recited indenture of mortgage, and of the proviso, condition, or agreement for that purpose therein contained. And the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that the said principal sum of £ and also the further sum of £ for arrears of interest thereupon, now remain and are due, owing, unsatisfied, and payable upon or by virtue of the said hereinbefore in part recited securities. And that he the said (*vendor*) hath not at any time heretofore made, done, executed, or knowingly suffered any act, deed, matter, or thing whatsoever, nor shall nor will he the said (*vendor*), his heirs, executors, or administrators, at any time hereafter, without the consent in writing of the said (*purchaser*), his heirs, executors, administrators, or assigns, first had and obtained for that purpose, take or receive, or give any release or discharge for the said principal or interest money, or any part thereof, or execute, or cause or procure to be made, done, or executed, any other act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said principal sum of £ or the interest thereof, or any part of the same respectively, or the said mortgaged premises, or any of them, now are or is, or hereafter can, shall, or may be vacated, released, discharged, incumbered, or prejudicially

Money due on Mortgage.

Covenant by the mortgagee that the sum remains due.

Hath not incumbered.

affected in any manner howsoever, or whereby or by reason or means whereof any action, suit, or other legal or equitable proceeding, means, or expedients to be commenced, sued, prosecuted, or taken by the said (*purchaser*), his heirs, executors, administrators, or assigns, for the recovery or obtaining payment of the said sum of £ and interest, or possession of the said premises, or any part thereof respectively, shall or may be vacated, discharged, released, frustrated, retarded, or impeded in any manner howsoever. And further that he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute title and authority to bargain, sell, and assign the said principal sum of £ and the interest thereof, and all arrears thereof, and the several hereinbefore in part recited securities for the same, unto the said (*purchaser*), his executors, administrators, and assigns, and to grant, bargain, sell, release, and assure the said messuages, lands, tenements, hereditaments, and mortgaged premises unto the said (*purchaser*) his heirs and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. And moreover that he the said (*vendor*), his heirs, executors, and administrators, and all and every person or persons now or at any time hereafter claiming any estate, right, title, or interest, in, to, or concerning the said monies, securities, hereditaments and premises, or any part thereof, by, from, under, or in trust for him or them, shall and will from time to time, and at all times hereafter,

PURCHASES.

Money due on Mortgage.

Right to assign.

Further assurance.

PURCHASES.

Money due on Mortgage.

and future accruing interest thereof, and all securities for the same, the said *(mortgagee)* doth hereby acknowledge, and of and from the same doth acquit, release, exonerate, and for ever discharge, the said (*purchaser*), his executors, administrators, and assigns, by these presents, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over unto the said (*purchaser*), his executors, administrators, and assigns, ALL that the said principal sum of £ (1), so due and owing upon or by virtue of the said hereinbefore in part recited indenture of release by way of mortgage, of the day of (2), and all interest and arrears of interest, and all and every other sum and sums of money which now is or are or hereafter shall or may grow or become due or owing for or in re-

The vendor assigns the sum due and securities.

Mortgage debt.

(1) As the debt owing on the mortgage, and not the land mortgaged, is the principal thing in a mortgage transaction; see Matthews *v.* Walwyn, 4 Ves. 128; that is usually first assigned.

Choses in action.

In the transfer of personal chattels and choses in action, there should be an assignment or delivery of the security, if any, and notice to the debtor, to render it valid as against creditors, Ryal *v.* Rowles, 1 Ves. 348, 1 Atk. 171; and see 9 Ves. jun. 410, 5 Esp. Rep. 22; Edwards *v.* Harben, 2 Durnf. and E. 587; Bamford *v.* Baron, *ib.* 597, 17 Ves. 197; but it will be valid as against the assignor, and also a creditor with whose privity it was made, although not accompanied by possession; but void as against other creditors, unless there be a change of possession jointly with assignor.

(2) See *ante*, p. 513, in notes.

spect of the same; and also the said hereinbefore in part recited indentures and the said in part recited bond, and all other deeds and securities, now subsisting and in force, for better securing the payment of the said principal sum and interest; and all benefit and advantage to arise or be had, received, or taken, by or from the same respectively; and all the estate, right, title, interest, use, trust, property, benefit, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*), of, in, to, or concerning the said principal and interest, monies and securities, and every of them respectively. To HAVE, hold, receive, take and enjoy the said principal sum of £ and all interest thereof, and all and singular other the monies, securities, and premises hereinbefore assigned, or otherwise assured, or intended so to be, unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth for ever, to and for his and their own use and benefit, and as and for his and their own proper monies, securities, and effects. AND for the better enabling the said (*purchaser*) his executors, administrators, and assigns, to recover and receive the said monies, and enforce the said securities, He the said (*vendor*) HATH made, deputed, constituted, and appointed, and by these presents DOTH make, depute, constitute and appoint the said (*purchaser*), his executors, administrators, and assigns, his true and lawful attorney and attorneys, for him and in his name, but for the sole use and benefit of the said (*purchaser*),

PURCHASES.

Money due on Mortgage.

To hold to the assignee absolutely.

Power of attorney to receive sum due.

PURCHASES.

Money due on Mortgage.

his executors, administrators, and assigns, to ask, demand, sue for, recover, and receive, of and from the said (*mortgagor*), his heirs, executors, or administrators, and all and every or any other person or persons to whom it shall or may belong to pay the same, the said principal sum of £ so due and owing upon or by virtue of the said in part recited securities as aforesaid, and all interest and arrears of interest now or hereafter to grow due for or in respect of the same; and upon payment thereof, or of any part thereof, good, sufficient, and proper receipts, acquittances, releases, and discharges, to make and give for the same; and upon nonpayment thereof, or of any part thereof, to commence and prosecute in the name of the said (*vendor*), his executors, administrators, or otherwise, any suit or action, or suits or actions, in any court of law or equity, upon the said securities or any of them, and to take any other lawful measures for the recovery and obtaining payment thereof; and also to substitute and appoint one or more attorney or attorneys, under him the said (*purchaser*), his executors, administrators, and assigns, for all or any of the purposes aforesaid, and from time to time to displace or remove any such attorney or attorneys, and any other or others in his or their place or stead to substitute and appoint; and generally, in the name of him the said (*vendor*), his executors or administrators, to do all and every or any other acts, deeds, matters, and things whatsoever, in and concerning the premises as fully and effec-

tually to all intents and purposes as he the said (*vendor*), his executors or administrators, could or might do or have done if these presents had not been made; he the said (*vendor*) hereby ratifying and confirming, and promising and agreeing from time to time and at all times, to ratify and confirm, (being indemnified and saved harmless from and against all loss, costs, charges, damages, and expenses, by reason thereof), all and whatsoever his said attorney or attorneys shall lawfully do or cause to be done in or about the premises by virtue of these presents or otherwise. AND THIS INDENTURE ALSO WITNESSETH (1), that in further pursuance

Money due on Mortgage.

(1) If the mortgage were by demise, say,

Where mortgage by demise.

"AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, and for the considerations aforesaid, He the said (*vendor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DOTH bargain, sell, assign, transfer, and set over, unto the said (*purchaser*), his executors, administrators, and assigns, ALL and singular the messuages, lands, tenements, and hereditaments, comprised in the said hereinbefore in part recited indenture of the day of , and thereby demised to the said (*vendor*), his executors, administrators, and assigns, for the term of years as hereinbefore is mentioned, with all and singular the rights, members, and appurtenances to the same premises respectively belonging, and all the estate, right, title, interest, term and terms for years now to come and unexpired, trust, property, possession, claim, and demand whatsoever, both at law and in equity of him the said (*vendor*), under or by virtue of the said in part recited indenture, or otherwise howsoever, in, to, out of, or respecting the said premises, or any part thereof, together with the said indenture, and

PURCHASES.

Money due on Mortgage.

of the said agreement, and for the considerations aforesaid, He the said (*vendor*) HATH bargained, sold, aliened, and released, and by these presents DOTH bargain, sell, alien, and release, and by way of conveyance only, and not for or by way of warranty, DOTH grant and confirm unto the (*purchaser*), his heirs and assigns, ALL, every, and singular, the messuages, lands, tenements, hereditaments, and other the premises, in or by the said hereinbefore in part recited indentures of lease and release of the and days of , so granted and released, or otherwise as-

---

all and every other the deeds, writings, and evidences of title whatsoever, now in the custody or lawful power of him the said (*vendor*), in any wise relating to the same premises or any part thereof. TO HAVE AND TO HOLD the said messuages, lands, tenements, and all and singular other the premises, lastly hereinbefore assigned, or intended so to be, with their and every of their appurtenances, unto the said (*purchaser*), his executors, administrators, and assigns, to and for his and their own proper use, behoof, and benefit, from henceforth for and during all the residue and remainder of the said term of years, in or by the said hereinbefore in part recited indenture of the day of granted or demised, which is or may be now to come and unexpired. SUBJECT nevertheless, &c." *as in the text.*

The mortgage of leaseholds.

And if the mortgage be of leasehold premises, add,

"AND subject also to the payment of the yearly rent by the said indenture of lease reserved, and to the performance and observance of the several covenants, provisoes, and agreements therein contained on the part of the tenant, lessee, or assignee thereof, to be performed or observed."

PURCHASES.

sured unto him the said (*vendor*), as hereinbefore is recited or expressed, with all and every the rights, members, and appurtenances thereof, (ALL which said messuages, lands, tenements, and hereditaments, are now in the possession of the said (*purchaser*) by virtue of a bargain and sale for a year to him thereof made by the said (*vendor*) for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents), and the reversion and reversions, remainder and remainders, and rents, issues, and profits of and in the same premises; and all the estate, right, title, and interest whatsoever of him the said (*vendor*), therein or thereto, under or by virtue of the said hereinbefore in part recited indentures, or otherwise howsoever; together also with the said indentures, and all other the deeds, writings, and evidences of title whatsoever, in anywise relating to the same premises or any part thereof, now in the custody or lawful power of him the said (*vendor*), as mortgagee as aforesaid, or which he or they can or may procure without action or suit at law or in equity. To HAVE and to hold the messuages, lands, tenements, hereditaments, and all and singular other the premises lastly hereby granted and released, or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances, unto the said (*purchaser*) and his heirs, to and for the use and behoof of him the said (*purchaser*), his heirs and assigns for ever; SUBJECT nevertheless to such equity or right of

Money due on Mortgage.

Reference to bargain and sale for a year.

To hold to the purchaser.

Subject to mortgagor's equity of redemption.

PURCHASES.

Money due on Mortgage.

redemption as the same premises now or for the time being are or may be subject or liable to under or by virtue of the said hereinbefore in part recited indenture of mortgage, and of the proviso, condition, or agreement for that purpose therein contained. And the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, and declare, with and to the said (*purchaser*), his executors, administrators, and assigns, that the said principal sum of £ and also the further sum of £ for arrears of interest thereupon, now remain and are due, owing, unsatisfied, and payable upon or by virtue of the said hereinbefore in part recited securities. And that he the said (*vendor*) hath not at any time heretofore made, done, executed, or knowingly suffered any act, deed, matter, or thing whatsoever, nor shall nor will he the said (*vendor*), his heirs, executors, or administrators, at any time hereafter, without the consent in writing of the said (*purchaser*), his heirs, executors, administrators, or assigns, first had and obtained for that purpose, take or receive, or give any release or discharge for the said principal or interest money, or any part thereof, or execute, or cause or procure to be made, done, or executed, any other act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said principal sum of £ or the interest thereof, or any part of the same respectively, or the said mortgaged premises, or any of them, now are or is, or hereafter can, shall, or may be vacated, released, discharged, incumbered, or prejudicially

Covenant by the mortgagee that the sum remains due.

Hath not incumbered.

affected in any manner howsoever, or whereby or by reason or means whereof any action, suit, or other legal or equitable proceeding, means, or expedients to be commenced, sued, prosecuted, or taken by the said (*purchaser*), his heirs, executors, administrators, or assigns, for the recovery or obtaining payment of the said sum of £ and interest, or possession of the said premises, or any part thereof respectively, shall or may be vacated, discharged, released, frustrated, retarded, or impeded in any manner howsoever. And further that he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute title and authority to bargain, sell, and assign the said principal sum of £ and the interest thereof, and all arrears thereof, and the several hereinbefore in part recited securities for the same, unto the said (*purchaser*), his executors, administrators, and assigns, and to grant, bargain, sell, release, and assure the said messuages, lands, tenements, hereditaments, and mortgaged premises unto the said (*purchaser*) his heirs and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. And moreover that he the said (*vendor*), his heirs, executors, and administrators, and all and every person or persons now or at any time hereafter claiming any estate, right, title, or interest, in, to, or concerning the said monies, securities, hereditaments and premises, or any part thereof, by, from, under, or in trust for him or them, shall and will from time to time, and at all times hereafter,

PURCHASES.

Money due on Mortgage.

Right to assign.

Further assurance.

PURCHASES.

Money due on Mortgage.

at the request, and costs and expense of the said (*purchaser*), his heirs, executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other acts, deeds, matters, things, conveyances, and assurances in the law whatsoever, for the further, better, and more absolutely or satisfactorily conveying and assuring the same (subject only to such equity or right of redemption as aforesaid), unto the said (*purchaser*), his heirs, executors, administrators, or assigns, for his and their absolute use and benefit, in such manner and form as he or they, or his or their counsel in the law shall lawfully and reasonably advise or require. IN WITNESS, &c.

Stamp.

*** The stamp to be impressed on the engrossment of the assignment, will be the *ad valorem* duty on the consideration money paid by the purchaser.

Notice should be given to the mortgagor.

Upon the execution of the assignment, notice should be given, or an attested copy delivered to the mortgagor, lest he should pay the money to the mortgagee, which, if done without notice of the assignment, would be good, Matthews *v.* Walwyn, 4 Ves. 118; and this will be equally requisite, although the premises be situated in a register county, and the assignment be duly registered, as registry alone is not notice to the mortgagor of the assignment, Williams *v.* Sorrell, 4 Ves. 389.

No. CVIII.

Assignment to a Purchaser of an Agreement (1) *for a Purchase* (2).

THIS INDENTURE, made the day of

(1) This form will serve as a precedent for the assignment of an agreement for the purchase of any kind of property; naming the *real* or the *personal* representatives of the purchaser, according to the nature of such property.

(2) By 32 Hen. VIII. c. 9, no one can sell or purchase any pretended right or title to land, unless the vendor hath received the profits thereof for one whole year before, or hath been in the actual possession of the land, or hath a vested interest, if reversion or remainder, on pain that both purchaser and vendor shall each forfeit the value of such land to the king and the prosecutor. The sale of an equitable interest, under a contract of purchase, is not, however, within this act, and may therefore be the subject of sale; the sub-contract converts the original vendee into a trustee of his equitable interest for his vendor, who acquires the same rights which he had to the benefit to be derived under the primary contract—that is, a right to call on the original vendor (indemnifying him against all costs and charges) for the use of his name to execute the sub-contract, by which he has undertaken to transfer his benefits under the primary contract; and cases of this sort have no reference to the law of champerty or maintenance. Wood *v.* Griffith, 1 Swans. 43, 56, and Sugd. Vend. and Pur. 389. But see Wall *v.* Stubbs, where the statute was pleaded, but the question not discussed.

PURCHASES.

Assignment of Agreement for a Purchase.

[* in the year of the reign, &c. and] in the year of our Lord . BETWEEN (*the vendor*) of, &c. , of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS by certain articles of agreement bearing date the day of last, and made or expressed to be made between, &c. (1). AND WHEREAS the said (*vendor*) hath agreed to sell and assure unto the said (*purchaser*) all the estate, right, and interest of him the said (*vendor*) in the said agreement and the premises therein comprised. Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or before the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge, and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (*purchaser*) his executors, administrators, and assigns, by these presents; and also for and in consideration of the said (*purchaser*) performing, fulfilling, and observing all and every the covenants, clauses, and agreements, contained or mentioned in the said recited agreement, which

Recital of agreement.

Contract for sale.

WITNESS, in consideration of the purchase money.

Brevity. * If brevity be particularly desired, all words included within brackets may be omitted.

Recitals. (1) Recite here the agreement for the purchase.

on the part and behalf of the said (*vendor*) his executors, administrators, or assigns, are or ought to be performed, fulfilled, and kept, HE the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents, DOTH grant, bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns (1), ALL that and those the said articles of agreement, bearing date, &c. and all the estate, right, title, interest, property, benefit, advantage, claim and demand whatsoever, of him the said (*vendor*) of, in, or to the same, and that in as full, ample, and beneficial a manner to all intents and purposes as he the said (*vendor*) would or could have been entitled to the same if these presents had not been made. TO HAVE AND TO HOLD the said in part recited agreement, and all benefit and advantage thereof, and all and singular other the premises hereby assigned, or otherwise assured or intended so to be, with their and every of their rights, members, and appurtenances, unto and by him the said (*purchaser*) his executors, administrators, and assigns, from henceforth absolutely and for ever, as his and their own proper estate, property, and effects. AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth co-

PURCHASES.

Assignment of Agreement for a Purchase.

The vendor assigns.

Premises.

To hold to the purchaser.

Covenant by vendor that the agreement is valid.

(1) If the subject of the agreement be of a real nature, say "heirs," instead of "executors and administrators," throughout the deed.

Real property.

PURCHASES.

Assignment of Agreement for a Purchase.

venant, and declare, with and to the said (*purchaser*) his executors, administrators, and assigns, by these presents in the manner following (that is to say) that for and notwithstanding any matter or thing by him done, omitted, or knowingly suffered to the contrary, the said in part recited agreement is a good, valid, and effectual agreement, both at law and in equity, and not in any wise forfeited, surrendered, or otherwise determined, or become void or voidable. And that he the said (*vendor*) hath good right, full power, and lawful and absolute authority to assign, transfer, and assure the same, and all and singular the premises therein comprised, with the appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents. And also that he the said (*vendor*) his heirs, executors and administrators, shall and will at any time hereafter upon the reasonable request and at the costs and charges of the said (*purchaser*) his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected], all and every such further acts, deeds, matters, and things, for the better, and more fully or satisfactorily assigning, and assuring the agreement and premises hereinbefore assigned, or assured or intended so to be, with the appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, in such manner and form as he or they, or his or their counsel in the law

And that he hath right to assign.

Covenant for further assurance.

PURCHASES.

Assignment of Agreement for a Purchase.

(being of the degree of a barrister) shall advise and require. AND the said (*purchaser*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*vendor*) his heirs, executors and administrators, in the manner following (that is to say) that he the said *(purchaser)* his executors, administrators, and assigns, or some or one of them, shall and will well and truly pay, perform, fulfil, observe, and keep all and every the sum and sums of money, covenants, provisoes, conditions, clauses, and agreements respectively, which are mentioned or contained in the said in part recited agreement, and on the part of the said (*vendor*) his executors, administrators, or assigns, to be paid, performed, fulfilled, or observed. AND for the further and better enabling the said *(purchaser)* his executors, administrators, and assigns, to have, receive, and enjoy the premises hereby assigned, or intended so to be, according to the intent and meaning of these presents, he the said (*vendor*) hath made, nominated, constituted, and appointed, and by these presents doth make, nominate, constitute, and appoint, and in his place and stead put the said (*purchaser*) his executors, administrators, and assigns, his true and lawful attorney and attorneys irrevocable (1), in his name,

Covenant by purchaser to perform covenants, &c. in agreement.

Power of attorney to receive the benefit of the said agreement.

(1) Choses in action not being at law assignable, it is requisite that the assignor should empower the assignee to act as his attorney, and make use of his name in such acts as may be necessary for obtaining the thing assigned; see Delany *v.*

Letter of attorney.

PURCHASES.

Assignment of Agreement for a Purchase.

(but for the sole use and benefit of him the said (*purchaser*) his executors, administrators, and assigns,) to demand, recover, and receive of and from all and every or any person or persons whomsoever, the full completion of the said agreement, by and on the part of the said *(A.B.)* his heirs, executors, or administrators, and all benefit and advantage thereof; and also in the name of him the said (*vendor*) his executors, administrators, and assigns, to do, perform, and execute every or any act, deed, matter or thing whatsoever requisite or expedient for carrying the same into complete execution and effect, according to the true intent and meaning of the same, and that as fully and perfectly to all intents and purposes whatsoever, as he the said *(vendor)* his executors or administrators, might or could have done if these presents had not been made. AND the said *(purchaser)* for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*vendor*) his heirs, executors and administrators, that he the said (*purchaser*) his executors or administrators, shall and will, at all times hereafter, indemnify and save harmless the said (*vendor*) his heirs, executors and administrators, from and against all costs, damages, and expenses which he, they, or any or either of them shall or may pay, sustain, or be put unto by reason

Indemnity to vendor.

Stoddart, 1 Durnf. and East, 26, and when such power is given as a security for money paid, it is irrevocable, 2 Esp. Rep. 565.

Assignment of Agreement for a Purchase.

of his, their, or any or either of their name or names being made use of in any action, suit, or proceeding, in pursuance of the power hereinbefore contained or given for that purpose, or by reason of any other matter or thing relating thereunto, so that the same do not happen or accrue by, from, or through any collusion, or other act or default of him the said (*vendor*) his executors or administrators (1). IN WITNESS, &c.

---

(1) If a purchaser who has not obtained a conveyance sell to another, the second purchaser is, without entering into a covenant, bound to indemnify him against any costs incurred in proceedings for his benefit. Wood v. Griffiths, 1 Swans. 56.

*** Notice of this assignment should be given to the party with whom the agreement was entered into by the vendor; and see 5 Esp. Rep. 9 Ves. jun. 410.

PURCHASES.

Assignment of Agreement for Lease.

No. CIX.

An Assignment to a Purchaser of an Agreement *for a* Lease.

THIS INDENTURE made the day of in the year, &c. and in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the one part, and (*the purchaser*) of, &c. of the other part. WHEREAS by an agreement bearing date on or about the day of which was in the year , and made, or mentioned to be made, between (*A. B.*) of &c. (*the lessor*) of the one part, and the said (*vendor*) of the other part, the said (*A. B.*) covenanted and agreed with the said (*vendor*), his executors, administrators, and assigns, that he the said (*lessor*), his heirs or assigns, would on or before the day of then next, at the request of the said (*vendor*), his executors, administrators, or assigns, grant to him and them a lease of ALL that messuage or tenement, &c. To HOLD for the term of

Recital of agreement.

PURCHASES.

Assignment of Agreement for Lease.

years, from the day of at the clear yearly rent of land tax excepted, payable quarterly on the days therein mentioned, during the said term, except where the said premises might be untenantable by reason of fire, storm, or tempest. And it was thereby agreed that the said (*vendor*) should keep the said premises in repair (damage by fire, storm, or tempest only excepted). AND that the said (*vendor*) should not assign over, underlet, or otherwise part with the said premises or his interest therein, or any part thereof, without the consent in writing of the said (*lessor*), nor without such consent suffer to be carried on the trade or business of an alehouse-keeper, butcher, baker, tallow-chandler, soap-maker, working smith, or any other noxious, offensive, or noisy trade or business whatsoever. And also that the said lease should contain all such other reasonable covenants, clauses, and agreements, by and on the part of the said *(lessee)* as were usual or proper in leases of a like nature; and that in case of difference respecting the said covenants, clauses, or agreements, the same should be referred to arbitration. And likewise a covenant on the part of the said *(lessor)*, to repair and rebuild the said premises if consumed or damaged by fire, storm, or tempest, as by reference to the said articles of agreement being had will more fully appear. AND WHEREAS the said (*purchaser*) hath contracted with the said (*vendor*) for the purchase of his term and interest in the said premises, under the said recited agreement, at

PURCHASES.

Assignment of Agreement for Lease,

the price or sum of £ . AND WHEREAS the said (*lessor*) by writing under his hand bearing date the day of now last past, (and annexed or intended to be annexed hereto) hath testified his consent to the assignment or assurance hereinafter contained. NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to the said (*vendor*) in hand well and truly paid by the said (*purchaser*) at or before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof doth acquit, release, and discharge the said (*vendor*) his executors and administrators, by these presents, HE the said (*vendor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over unto the said (*purchaser*) his executors, administrators, and assigns, ALL that the said hereinbefore in part recited articles of agreement, and the messuage or tenement and premises thereby agreed to be demised to the said (*vendor*) his executors, administrators, and assigns, as hereinbefore is recited or mentioned, with all and every the appurtenants to the same belonging; and all the estate, right, title, interest, claim, and demand whatsoever, both at law and in equity, of him the said (*vendor*) of, in, to, or concerning the said articles of agreement, and premises, and all benefit and advantage of the same, and of the co-

Witness, that in consideration, &c.

The vendor assigns, &c.

PURCHASES.

Assignment of Agreement for Lease.

venants and agreements therein contained, on the part of the said (*vendor*) his executors or administrators, to be performed or observed. To HAVE, hold, and enjoy the said articles of agreement, and other the premises hereinbefore assigned, or otherwise assured, or intended so to be, with the rights, members, and appurtenants to the same belonging, unto and by him the said (*purchaser*) his executors, administrators, and assigns, from the date and execution of these presents, for all the term, estate, and interest of him the said (*vendor*) of, in, or to the same. [Subject nevertheless to the rent, covenants, clauses, and agreements therein mentioned, which on the part and behalf of the said (*vendor*) his executors, administrators, or assigns, are to be paid, observed, or performed.] AND for the better and more effectually enabling the said (*purchaser*) his executors, administrators, and assigns, to obtain and procure from the said (*lessor*) his heirs and assigns, the said demise or lease, he the said (*vendor*) hath constituted and appointed, and by these presents, doth constitute and appoint the said (*purchaser*) his executors and administrators, his true and lawful attorney and attornies irrevocable for him and in his name, place, and stead, but to and for the proper use and benefit of him the said (*purchaser*) his executors, administrators, or assigns, to ask, demand, procure, and obtain of and from the said (*lessor*) his heirs, executors, administrators, or assigns, the demise or lease so to be granted to him the said (*vendor*) his executors, adminis-

To HOLD to the purchaser absolutely.

Letter of attorney.

PURCHASES.

Assignment of Agreement for Lease.

trators, and assigns, as aforesaid; and upon receipt and delivery of the same to seal and execute a counterpart thereof, for and in the name of him the said (*vendor*) his executors or administrators, or otherwise, as he the said (*purchaser*) his executors, administrators, or assigns shall think proper; and generally to do, execute, and perform all and every such further and other lawful and reasonable acts, deeds, matters, and things, which he the said (*purchaser*) his executors, administrators, or assigns, shall deem necessary or expedient in or concerning the premises, he the said (*vendor*) hereby agreeing to ratify, confirm, and allow all and whatsoever the said (*purchaser*) his executors, administrators, or assigns shall lawfully do or cause to be done in or about the premises by virtue of these presents.

Covenant by vendor to grant lease if executed to him.

And the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said (*purchaser*) his executors, administrators, and assigns, that he the said (*vendor*) his executors or administrators, shall and will at the request of the said (*purchaser*) his executors, administrators, or assigns, use his and their utmost and reasonable endeavours and means to procure the said (*lessor*) his heirs, executors, administrators, or assigns, to grant the said demise or lease either to him the said (*vendor*) his executors or administrators, or to the said (*purchaser*) his executors, administrators, or assigns, as he the said (*purchaser*) his executors, administrators, or assigns, shall require; and also that in case the

Assignment of Agreement for Lease.

said demise or lease shall be granted to him, the said (*vendor*) his executors or administrators, he or they shall and will at the request and costs of the said (*purchaser*) his executors, administrators, or assigns, by a good and sufficient conveyance, assignment, or other assurances in the law, assign, transfer, and make over the same, together with all and every the said messuage or tenement and premises therein to be comprised, with the rights, members, easements, and appurtenants thereof, unto him and them, for and during all the residue or remainder of the said term of years, which shall be then to come and unexpired by effluxion of time; and for all other the estate, term and interest, which he the said (*vendor*) his executors, administrators, or assigns, shall have or be entitled to, or would, or might have had or been entitled to therein, if these presents had not been made. IN WITNESS, &c.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

No. CX.

An Assignment of Leasehold Premises to a Purchaser, where part of the Purchase Money is to remain *upon the* Security *of the Premises.*

Variations *as in margin below* (1).

Parties. Recitals.

THIS INDENTURE, made the day of [* in the year of the reign, &c. and] in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the first part, (*a trustee*) of, &c. (a trustee named on the part of the said (*vendor*) for the purposes hereinafter expressed), of the second part, and (*the purchaser*) of, &c. of the third part. WHEREAS, &c. (2). AND WHEREAS the said (*purchaser*) hath

---

Brevity. (1) See also the notes and variations subjoined to Vol. II. No. XLI. p. 381, *et seq.*

* If brevity be particularly desired, the words within brackets may be omitted throughout the precedent.

Recitals. (2) Recite the lease granted to the lessee, as in No. LXX. p. 129; and assignment, if any, as in *ib.* p. 131, n. (1).

If the assignment is by executors the persons beneficially interested in the money should be parties in order to assent to the money remaining.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

contracted with the said (*vendor*) for the absolute purchase of the messuages or tenements and premises comprised in the said in part recited indenture of lease, for all the residue now to come of the said term of years, free from incumbrances, except as hereinafter is mentioned, at or for the sum of £ . AND WHEREAS the said (*vendor*) hath agreed at the request of the said (*purchaser*) that the sum of £ , part of the said purchase money, shall remain in the hands of the said (*purchaser*) on the same being secured upon the said premises by way of mortgage thereof in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £ of lawful money (1) of that part of the United Kingdom of Great Britain and Ireland called England, (part of the said purchase money or sum of £), in hand well and truly paid to the said (*vendor*) by the said (*purchaser*), at or before the sealing and delivery of these presents, the receipt whereof the said (*vendor*) doth hereby acknowledge, [and of and from the same doth acquit, release, discharge, and exonerate the said (*purchaser*) his executors, administrators, and assigns, and also the messuages and premises, by these presents], and also for and in consideration of the further sum of £ , of like lawful and current money, being the residue

Witness, in consideration, &c.

(1) If the consideration for the purchase be other than money paid down, see Vol. I, No. XVI. p. 165, n. (6).

Consideration.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

of the said purchase money or sum of £ , to be paid to the said (*vendor*) with interest at the time and in the manner hereinafter expressed, [and of the sum of five shillings, at the same time well and truly paid by the said (*trustee*) to the said (*vendor*), the receipt whereof is hereby acknowledged],

The vendor grants and assigns.

He the said (*vendor*) with the privity, consent, and approbation of the said (*purchaser*) testified by his signing and sealing these presents, Hath granted, bargained, sold, assigned, transferred, and set over, and by these presents Doth grant, bargain, sell, assign, transfer, and set over, unto the said (*trustee*) his executors, administrators, and assigns,

Parcels.

All those (1) the said several messuages or tenements, pieces or parcels of ground, (*or as the case may be*), and all and singular other the premises comprised in and expressed to be demised by the hereinbefore in part recited indenture of lease of the day of , [and so assigned and transferred to the said (*vendor*) (*if the case were so*) by the said in part recited indenture of assignment of the day of], as hereinbefore is mentioned, with all and every the rights, members, easements, and appurtenances to the same premises belonging, or therewith or with any part thereof, now, heretofore or usually occupied or enjoyed; together with the

---

Parcels.

(1) If any material variation, by reason of new erections or otherwise, have taken place in the description of the premises since the demise or assignment of them to the testator, see No. XXVII. p. 405, notes.

said in part recited indentures of lease, [and of assignment, and all mesne assignments and underleases, if any thereof], [and all benefit and advantage of the same respectively and of all and every the covenants, clauses, provisoes, and agreements therein contained, which on the part of the lessor or landlord, or any underlessees or underlessee, of the said premises, are to be performed or observed], and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever, of him the said (*vendor*), of, in, to, or out of the same premises, and every or any part or parcel thereof, under or by virtue of the said in part recited indenture of lease [and assignment or either of them]. To HAVE AND TO HOLD the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereby assigned, or otherwise assured, or intended so to be, and every part or parcel of the same, with their and every of their respective rights, members, easements, and appurtenances unto him the said (*trustee*) his executors, administrators, and assigns, for and during all the residue or remainder now to come and unexpired by effluxion of time, of or in the said term of years, so in or by the said hereinbefore in part recited indenture of lease granted or demised as aforesaid, but nevertheless upon and for the trusts and purposes and subject to the proviso or agreement hereinafter contained, con-

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

To HOLD to the trustee.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

cerning the same (that is to say), UPON TRUST, &c. PROVIDED ALWAYS, (1), nevertheless, that if the said (*purchaser*) his executors or administrators, [or any person or persons on his or their behalf], do and shall well and truly pay or cause to be paid unto the said (*vendor*) his executors, administrators, or assigns, at or in the common dining hall of Lincoln's Inn, in the county of Middlesex, between the hours of ten and twelve of the clock in the daytime, the full and clear sum of £ of such lawful and current money (2) of the United Kingdom of Great Britain and Ireland, as aforesaid, with interest for the same, after the rate of £5 for every £100 by the year, of like lawful money, upon the days, and in the manner next hereinafter mentioned (that is to say) (3) the sum of £ being one half year's interest of or for the said sum of £ after the rate aforesaid, on the day of next ensuing the date of these presents, and the sum of £ being the said principal sum of £ and one other half year's interest of or for the same, after the rate aforesaid, on the day of then next following, and which will be in the year , without any deduction or

Proviso, that on re-payment of the money borrowed.

---

(1) For observations upon this proviso, see *post*, MORTGAGES.

Transfer of stock.

(2) If the proviso be for the transfer of stock, see *post*, MORTGAGES.

Instalments.

(3) If the money is to be paid off by instalments, see *ibid.*

abatement whatsoever, for or by reason of any taxes, charges, assessments, cause, matter, or thing whatsoever, [whether now or hereafter to be imposed upon, or payable in respect of the messuages or tenements, and premises mentioned or intended to be hereby granted and assigned, or any part thereof, or the said principal sum of £ or the interest thereof, or upon the said (*vendor*) his executors, administrators, or assigns, or any other person or persons, for or in respect of the same, by act of parliament or otherwise howsoever], then and in such case, and from thenceforth, he the said (*trustee*) his executors, administrators, and assigns, shall and will stand possessed of all and every the said premises, with their appurtenants, in trust for the said (*purchaser*) his executors, administrators, and assigns, for the residue and remainder which shall be then to come of or in the said term of years, and that free and clear of and from all intermediate and other charges and incumbrances whatsoever, made, executed, or knowingly occasioned or suffered by the said (*trustee*) and (*vendor*), or either of them, or their respective executors, administrators, or assigns, or any person or persons lawfully or equitably claiming or entitled to claim from, under, or in trust for him, them, or any of them. AND the said (*purchaser*), for himself, his heirs, executors, and administrators, and for each of them, doth hereby covenant, promise, declare, and agree with and to the said (*vendor*) his executors, admini-

Purchase Money of Leaseholds secured on the Premises.

The vendor's trustee will re-assign, &c.

Covenant by the purchaser for payment of the money.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

strators, and assigns, [and with and to every of them], in the manner following (that is to say), that he the said (*purchaser*) his executors or administrators, [or some or one of them], shall and will well and truly pay, or cause to be paid unto the said (*vendor*) his executors, administrators, and assigns, the said principal sum of £ in lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, with interest for the same, after the rate of £5 of like lawful money for every £100 by the year, at and upon the days and times, and in the manner hereinbefore appointed for payment of the same respectively, and according to the true intent and meaning of these presents. (*Add covenant by purchaser to repair insure against fire* (1).

Covenant by the vendor that the lease is valid.

And the said (*vendor*), for himself, his heirs, executors, and administrators, doth covenant, promise, and agree with and to the said (*trustee*) [and (*purchaser*) and each of them, and their respective] executors, administrators, and assigns, by these presents in the manner following (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said (*vendor*) made, done, committed, executed, or knowingly occasioned, suffered, or omitted to the contrary, the said hereinbefore in part recited indenture of

(1) See post, p. 556.

lease (1), mentioned to bear date the day of is, at the time of the sealing and delivery of these presents, a good, valid, and effectual lease, both at law and in equity, of and for the premises thereby expressed to be demised, and hereby assigned, or mentioned, or intended so to be, and that the same, and the term of years therein mentioned to be thereby granted, are and each of them is in full effect, and in no wise forfeited, surrendered, assigned, determined, or become void or voidable, or otherwise prejudicially affected, in any manner howsoever. AND also that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*), now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, assign, transfer, and assure the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereinbefore assigned, or expressed or intended so to be, and every part and parcel thereof, with their respective rights, members, easements, and appurtenances, unto the said (*trustee*) his executors, administrators, and assigns, for and during all the residue or remainder which is now to come and unexpired, by computation of time of or in the said term or period of years so

Purchase Money of Leaseholds secured on the Premises.

That the vendor has right to assign.

(1) If the vendor be himself an assignee only of the premises, see *ante*, p. 42, n. (2). Vendor and assignee.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

thereof granted as aforesaid, upon the trusts, and in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that until default shall be made in payment of the said principal sum of £ or some part thereof, or of the interest thereof, upon the days, at the times or in the manner hereinbefore appointed for payment of the same respectively, and from and after such payment thereof for all the remainder which shall be then to come of the said term of years, he the said (*purchaser*), his executors, administrators, and assigns, shall or lawfully may, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the messuages or tenements and premises hereby assigned, or mentioned or intended so to be, and receive and take the rents, issues, and profits thereof, to and for his and their own proper use and benefit, without any molestation, hindrance, interruption, or disturbance whatsoever, of, from, or by the said (*vendor*), his executors, administrators, or assigns, or any person or persons whomsoever, lawfully or rightfully claiming or possessing any estate, right, title, or interest, either at law or in equity, from, through, under, or in trust for him, them, or any or either of them. And that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*vendor*), his executors or administrators, well and effectually protected, defended, kept

Free from incumbrances.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

harmless and indemnified from and against all former and other assignments [gifts, grants, bargains and sales, mortgages, wills, conveyances, surrenders, assurances, rents, taxes, arrears of rents and taxes, statutes, judgments, recognizances, extents, executions, forfeitures, re-entry, and cause and causes of forfeiture or re-entry, jointures, legacies], estates, rights, titles, trusts, interests, charges, and incumbrances whatsoever, which at any time heretofore have been, or which at any time hereafter shall or may be made, committed, created, or knowingly occasioned or suffered by the said (*vendor*) or the said (*former purchaser*), or any person or persons now or hereafter lawfully or equitably and rightfully claiming or possessing any estate, right, title, or interest, by, from, under, or in trust for him, them, or any or either of them, save and except the rent or rents in and by the said hereinbefore in part recited indenture of lease reserved, or made payable, from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee or assignee of the said premises, are from henceforth to be performed or observed, during the now residue of the said term of years, [and save also and except such leases or agreements for leases as aforesaid, and the several estates or interests now subsisting under or by virtue of the same respectively.] And moreover, that he the said (*vendor*), his executors and ad-

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

Covenant by vendor for further assurance.

ministrators, and all and every person and persons whomsoever, now or hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, or interest, in, to, out of, upon, or respecting the messuages, tenements, pieces or parcels of ground, and other the premises hereinbefore assigned, or mentioned or intended so to be, shall and will at any time hereafter, until some default shall be made in payment of the said sum of £ or of the interest thereof, at the time or in the manner hereinbefore appointed for that purpose, and subject thereto; and also from time to time, and at all times after the payment of the same, upon every reasonable request, and at the proper costs and expense of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect [or cause and procure to be made, done, executed, and perfected], all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely or satisfactorily assigning, assuring, and confirming, all and singular the same messuages, or tenements and premises, with their respective appurtenances, unto the said (*purchaser*) his executors, administrators, and assigns, for all the residue and remainder which shall be then to come and unexpired of the said term, as he the said (*purchaser*), his executors, administrators, or assigns, or his or their counsel in the law (being of the degree of a barrister), shall advise and re-

quire, [so that such further assurances, or any of them, do not contain nor imply any further or more general covenants, on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her or them, and of his, her or their lessors or assignors, or executors and administrators; and so that the person or persons who shall be required to make or execute the same, be not obliged to go from his her or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her or them, for, or in respect of his, her, or their time, trouble, and expenses]. AND in consideration of the premises aforesaid, the said (*purchaser*) doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, with and to the said (*vendor*), his executors and administrators, in manner following (that is to say) that he the said (*purchaser*), his executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the residue or remainder which is now to come and unexpired of the said term or period of years (or during such part or proportion thereof, as he or they shall or lawfully may have and enjoy peaceable and quiet possession, under or by virtue of these presents, of the messuages or tenements and premises expressed to be hereby assigned, according to the true intent and meaning hereof,

Purchase Money of Leaseholds secured on the Premises.

Covenant by purchaser to pay rent, &c.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

against the said *(vendor)*, his executors and administrators, and all and every person and persons rightfully claiming from, under, or in trust for him or them as aforesaid), well and truly pay or cause to be paid the yearly rent of £ in and by the said hereinbefore in part recited indenture of lease reserved, at such times and in such manner as the same is thereby reserved and made payable, and also well and truly pay and satisfy all rates, taxes, duties, and assessments chargeable upon or payable for or in respect of the said premises by the tenant, lessee, assignee, or occupier thereof, from and after the said day of now last past, and also observe and perform all and every the covenants, provisoes, clauses, conditions, and agreements, which from henceforth during the same term or period, on his or their part or behalf, are or ought to be performed and observed, for and in respect thereof, or of any part thereof, and shall and will from time to time, and at all times hereafter protect, defend, keep harmless and indemnified, the said *(vendor)*, his executors and administrators, and his and their lands and tenements, goods, chattels, and effects, from and against the same rents, covenants, and agreements, and of and from all actions, suits, costs, damages, and expenses whatsoever, which he, they, or any or either of them, shall or may pay or sustain, or which shall or may be caused or occasioned by the non-payment, non-performance, or non-observance thereof respectively, or of any of them.

And taxes.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

AND further, that in case default shall happen to be made in payment of the said sum of £ or of the interest, or of any part of the same respectively, contrary to the true intent and meaning of the proviso and covenant hereinbefore contained for payment thereof, then and from thenceforth he the said *(vendor)*, his executors, administrators, and assigns, shall or lawfully may, peaceably and quietly enter into, or upon, and hold and enjoy the said premises, and take and retain the rents, issues, and profits thereof, during such remainder of the said term, to and for his and their own use, without any molestation or interruption whatsoever, by the said (*purchaser*), his executors or administrators, or other person whomsoever, free from all former and other estates, titles, charges, liens, and incumbrances whatsoever, by him, them, or any or either of them created, occasioned, or knowingly suffered (the aforesaid rents and covenants only excepted). AND moreover, that he the said (*purchaser*), and all persons now or hereafter during the said term, having or rightfully claiming any estate, title, trust, charge, or interest, in, to, upon or respecting the said messuages or tenements and premises, or any part thereof, shall and will at any time during the continuance of the said term, and from time to time after such default (if any) shall be so made as aforesaid, upon every reasonable request of the said (*vendor*), his executors, administrators, or assigns, but at the expense of the said (*purchaser*) his executors, administrators, and assigns, make,

Quiet enjoyment by vendor in default of payment by purchaser.

Covenant by purchaser for further assurance after default.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

do, sign, seal, deliver, and perfect, all and every such further acts, deeds, assignments, and assurances in the law whatsoever, for the better, more absolutely or satisfactorily assigning and assuring the same premises unto or for the benefit of the said (*vendor*), his executors, administrators, or assigns, for the remainder which shall be then to come of the said term, as by him or them, or his or their counsel, shall be reasonably advised and required, absolutely and for ever freed and discharged, of and from the proviso, condition, or agreement hereinbefore contained for redemption and conveyance of the said premises, and all other right and equity of redemption whatsoever, or so far and in such manner as the rules of law and equity will allow (1). IN WITNESS, &c.

Fixtures, &c. (1) If fixtures, furniture, &c. be also assigned, see variations subjoined to No. LXX. p. 155.

Policy. If a policy of assurance be assigned, see *ibid.* p. 158.

Production of lease. If a small part only of the demised premises be sold to the present purchaser, and the lease, &c. be not delivered to him, add a covenant from the vendor for its production, as in *ibid.* p. 160, and see *post*, p. 555, (Rider A).

PURCHASER.

Purchase Money of Leaseholds secured on the Premises.

Covenant for production of lease.

(A) For the mutual security of the vendor and purchaser in a transaction of this kind, the title deeds may be deposited with a third person, as a trustee for both parties, with a deed

"BETWEEN (*vendor*) first part, (*purchaser*) second part, and (*trustee*) third part. In which, after reciting the purchase deed, and proviso for redemption, that it had been agreed that the title deeds relating to the estate, and mentioned in the schedule annexed, should be deposited with the trustee, in trust for the purposes after mentioned, and that the same have been so deposited accordingly. WITNESS, that it is declared and agreed that trustee shall stand possessed thereof, in trust for vendor and purchaser, and their heirs, &c. according to their several estates, &c. under the purchase deed.

"Proviso, that when remainder of purchase money and interest shall be paid, the deeds shall be delivered to purchaser whole and undefaced, casualties excepted.

"Covenant by trustee that until deeds be delivered up to purchaser, he will, at purchaser's expense, produce them (on receiving seven days notice) to him or vendor, and furnish attested copies if required.

"Proviso, that if purchase money not paid within three calendar months after time appointed by purchase deed for payment, vendor may borrow, or otherwise raise any sum upon the premises, not exceeding the sum then due, or by transferring his mortgage security; and trustee shall in such case deliver deeds up to vendor, his executors, &c. without any authority from purchaser."

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

(B) *A covenant by the purchaser to repair and insure* (1). See ante, p. 546.

Covenant by purchaser to keep the premises in repair,

"AND the said (*purchaser*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*vendor*), his executors, administrators, and assigns, that he the said (*purchaser*), his executors, administrators, or assigns, shall and will at all times, and from time to time during the continuance of the said mortgage security, well and sufficiently repair and keep in good and substantial repair and condition, all and every the messuages, or tenements and buildings, now or hereafter standing or being upon the lands and hereditaments hereby assigned, or any part thereof: AND ALSO shall and will immediately upon and after the execution of these presents, [*or* (*as the case may be*) within one calendar month next immediately before the expiration of the policy of insurance hereinbefore assigned, in case the said sum of £ or any part thereof shall be then remaining due and unpaid] at his and their own proper costs and charges, insure, or cause to be insured, in the insurance office, or some other public insurance office in London or Westminster, for insuring houses and buildings from fire, to be named or approved of by the said (*vendor*), his executors, administrators, or assigns, all and every the said

and insured against fire.

(1) Although there may be these covenants in the vendor's lease, which running with the land will oblige the purchaser to perform them, yet it will be proper that he should enter into them with the vendor, that the vendor, for his own security, may compel the performance of them, which he could not do under those in the original lease.

Purchase Money of Leaseholds secured on the Premises.

messuages or tenements and buildings, from loss or damage by fire, in the said sum of £ for the [further] term of years, in the joint names of the said *(purchaser)* and (*vendor*), their respective executors, administrators, or assigns, and keep the same so insured from time to time, during such time as the said sum of £ or any part thereof, or the interest thereof, or of any part thereof, shall remain due, and shall and will deposit every such policy of insurance with the said (*vendor*), his executors, administrators, and assigns, and shall and will, at his and their own proper costs and charges, if and when he or they shall be thereunto required by the said (*vendor*), his executors, administrators, or assigns [assign and make over the said policy unto the said *(trustee)*, his executors, administrators, and assigns, IN TRUST for the said (*vendor*), his executors, administrators, and assigns, for better securing to him and them the payment of the said sum of and interest, and subject thereto in trust for the said (*purchaser*) his heirs and assigns, and also shall and will] produce and shew unto him or them the receipts or vouchers for the premiums or other sum or sums of money paid for such insurance or insurances. And in case the said (*purchaser*), his heirs or assigns, shall neglect or omit to make or keep on foot such insurance or insurances, or to keep the premises so in repair, or refuse to assign the policy or policies, or to produce such receipts or vouchers, as aforesaid, then it shall be lawful for the said (*vendor*), his executors, administrators or assigns, so to insure or cause to be insured or repaired the said premises or any part of them, and the said (*purchaser*), his executors, or administrators, shall and will from time to time on demand, well and truly pay, or cause to be paid to the said (*vendor*), his executors, &c. all such sum and sums of money as he or they shall advance or pay for or in respect of any such insurance or repairs, with interest for the same after the rate of £5 per cent. per annum, to be computed from the time or respective times of paying the same; and also all such sums of money, costs, charges, and expenses, as he the said (*vendor*), his executors, administrators, or assigns, shall pay, expend, sustain, or be put unto in re-

In default vendor may insure.

PURCHASES.

Purchase Money of Leaseholds secured on the Premises.

covering the sum so to be insured, or any part thereof, with interest for the same after the rate of £5 per cent. per annum, and in default thereof, he the said (*vendor*), his executors, administrators, or assigns, shall and may by and out of the rents and profits of the said premises, or otherwise, retain and reimburse himself and themselves the said expenses; and until repayment or full satisfaction thereof, the sum or sums to be by him or them paid, for or in respect of such insurance or repairs, together with interest for the same after the rate aforesaid, shall be chargeable upon the messuages, lands and hereditaments comprised in these presents, as or by way of a further charge thereupon [and the said premises shall not be redeemed or redeemable until, as well the said sum so paid or expended, together with interest after the rate aforesaid, as the said principal sum of £ and interest, shall be fully paid and satisfied].

Money received to be expended in rebuilding.

AND it is hereby further declared and agreed, that in case the said messuages or tenements and buildings or any part thereof, shall be burnt down, destroyed, or damaged by fire, then and in such case all and every such sum or sums of money as shall or may be recovered or received upon or by virtue of such policy or policies, as aforesaid, shall, if required by the said (*vendor*), his executors, administrators, or assigns, be laid out and expended in the rebuilding or repairing the same [or such parts thereof as shall be so burnt down, destroyed, or damaged], or at his or their pleasure and discretion (in case the same shall not be laid out by the said office of insurance in such rebuilding or repairs), shall or may be taken and received by him or them, and paid and applied (or so much thereof as shall be sufficient), or as far as the same will extend in payment, satisfaction, and discharge of the sum then due to him or them upon the security of the said premises.

Letter of attorney.

[AND the said (*purchaser*) doth hereby make, constitute, and appoint the said (*vendor*), his executors, administrators, and assigns, his true and lawful attorney and attorneys, for all and singular the purposes aforesaid, with full power to appoint others in his or their stead; and doth hereby expressly declare that the receipt and receipts of the said (*vendor*), his

executors, administrators, or assigns, or of his or their attorney or attorneys, shall from time to time and at all times be good, sufficient, and effectual discharges for any sum or sums which shall be paid or payable for or by virtue of any such insurance as aforesaid, or which he, they, or any or either of them, shall or may receive of or from any insurance office or offices by virtue of these presents, and fully and absolutely discharge and indemnify the person or persons paying the same from seeing to the application thereof."

Purchase Money of Leaseholds secured on the Premises.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

No. CXI.

An Assignment of Premises by a Lessee, *to a Purchaser and* Mortgagee, *who advances part of the Purchase Money* (1).

THIS INDENTURE, of three parts, made the day of , [* in the year of the reign, &c. and] in the year of our Lord . BETWEEN (*the vendor*) of, &c. of the first part, (*the purchaser*) of, &c. of the second part, and (*the mortgagee*) of, &c. of the third part. WHEREAS, &c. (2). AND WHEREAS the said (*purchaser*), hath contracted (3) with the said (*vendor*) for the absolute purchase of the messuages or tenements and premises comprised

Parties.

Recitals.

---

(1) See notes, &c. to Vol. II. No. XLII.

Brevity. * If brevity be particularly desired, those words included within brackets may be omitted throughout the precedent.

Recitals. (2) Recite here the lease granted to the vendor, as in No. LXX. p. 129, and the assignment, if any, as *ibid.* p. 131.

Licence. If the vendor cannot assign without licence, see *ibid.* p. 132.

Auction. (3) If the premises were sold by public auction, see *ibid.* p. 132, n. (1).

in the said in part recited indenture of lease, for all the residue now to come of the said term of years, free from incumbrances, at the sum of £ . AND WHEREAS the said (*purchaser*) has requested the said (*mortgagee*) to lend him the sum of £ to enable him to complete the said purchase, which he has consented to do, on having such assignment made to him of the said messuages or tenements, and premises, and such bond or obligation entered into by the said (*purchaser*) for repayment of the said sum and interest, as hereinafter expressed. NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, in hand paid to the said (*vendor*) (1), at or immediately before the sealing and delivery of these presents by the said (*mortgagee*) at the instance and request of the said (*purchaser*), testified by his being a party to and signing and sealing these presents, in part of the said purchase money or sum of £ , and of the further sum of £ of like lawful and current money to the said (*vendor*) at the same time in hand well and truly paid by the said (*purchaser*) the receipt of which said sums of £ , and £ , making together the sum

Purchase Money of Leaseholds advanced by a Third Person.

WITNESS, that in consideration of the purchase money.

(1) If the sale were by public auction, see *ante*, p. 132. n. (1). Auction. No. LXX.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

forth for and during all the residue or remainder of the said term or period of years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by effluxion and computation of time, and in such and the same or the like manner, and as beneficially to all intents and purposes as the said (*vendor*) now or at or immediately before the sealing and delivery of these presents, holds or held the same, and as if the name of the said (*mortgagee*) had been inserted in the said in part recited indenture of lease instead of the name of him the said (*vendor*). BUT SUBJECT nevertheless to such proviso or agreement for redemption of the said premises by the said (*purchaser*) as hereinafter is contained, (that is to say), PROVIDED ALWAYS, and it is hereby declared and agreed to be the true intent and meaning of these presents, [and the said (*mortgagee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, declare, and agree with and to the said (*purchaser*) his executors, administrators, and assigns,] that if the said (*purchaser*) his executors or administrators, or any person or persons on his or their behalf, do and shall well and truly pay or cause to be paid unto the said (*mortgagee*) his executors, administrators, or assigns, at or in the common dining-hall of Lincoln's-inn, in the county of Middlesex, between the hours of ten and twelve of the clock in the day-time, the full and clear sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and

Proviso that on payment of money borrowed.

Purchase Money of Leaseholds advanced by a Third Person.

Ireland called England, with interest for the same, after the rate of five pounds for every one hundred by the year of like lawful money, upon the days and in the manner next hereinafter mentioned, (that is to say) (1) the sum of £ being one half year's interest of or for the said sum of £ after the rate aforesaid, on the day of next ensuing the date of these presents, and the sum of £ being the said principal sum of £ and one other half year's interest of or for the same, after the rate aforesaid, on the day of then next following, and which will be in the year without any deduction or abatement whatsoever, for or by reason of any taxes, charges, assessments, cause, matter or thing whatsoever, [whether now or hereafter to be imposed upon, or payable in respect of the messuages or tenements and premises hereby assigned, or otherwise assured, or intended to be, or the said principal sum of £ or the interest thereof, or upon the said (*mortgagee*) his heirs, executors, administrators, or assigns, or any other person or persons for or in respect of the same, by act of parliament or otherwise howsoever;] and also do and shall in the mean time, and until full payment and satisfaction

And taxes, &c. in the mean time.

(1) If the money is to be paid off by instalments, see *post*, Instalments. MORTGAGES.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

of the said principal sum and interest, pay and satisfy [or cause to be paid and satisfied,] all and all manner of annual and other rents, duties, taxes, rates, assessments, and charges whatsoever, which from time to time shall or may be payable for or in respect of the said premises or any part thereof, and whether such taxes, rates, assessments, or any of them, shall be in the nature of those now in being or not, then and in such case he the said *(mortgagee)* his executors, administrators, and assigns, shall and will, from and immediately or at any time after such full payment and satisfaction shall be so made as aforesaid, upon the request, and at the costs and expense of the said *(purchaser)* his executors, administrators, and assigns, convey, assign, and effectually assure all and singular the messuages or tenements, hereditaments, and premises hereby assigned, or otherwise assured or intended so to be, with their and every of their appurtenances, for all his, her, and their estate, right, title, and interest therein and thereto, under or by virtue of these presents unto the said *(purchaser)* his executors, administrators, and assigns, [or unto such other person or persons, and for such estate and estates, interest and interests, and to, for, and upon such lawful trusts, intents, and purposes, as the said *(purchaser)* his executors, administrators, or assigns, by any deed or deeds, instrument or instruments in writing, under his or their hand or respective hands shall direct or appoint,] for all the residue or remainder which shall be then to come

The mortgagee will assign to purchaser.

and unexpired of the said term of years, and that free and clear of and from all intermediate and other charges and incumbrances whatsoever, made, executed, or knowingly occasioned or suffered by the said (*mortgagee*) his heirs, executors, administrators, or assigns, or any person or persons lawfully or equitably claiming or entitled to claim from, under, or in trust for him, them, or any of them, [so that for the making any such assignment or assurance, he the said (*mortgagee*) his executors, administrators, or assigns, be not required to go from his, her, or their then place or respective places of abode.] [AND from and after such last-mentioned payment shall be so made, shall and will deliver up unto him the said (*purchaser*) his executors, administrators, or assigns, these presents and the said hereinbefore in part recited lease, and all and every the deeds, muniments, and writings mentioned in the schedule hereunder written, uncancelled and undefaced, (damage by fire, or other inevitable accident only excepted) and also shall and will if thereunto required, sign and give a proper, sufficient and satisfactory receipt or acknowledgment for the said sum of £ and interest, to be indorsed upon these presents.] AND the said (*vendor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*purchaser*) his executors, administrators, and assigns, and also with and to the said (*mortgagee*) his executors, administrators, and assigns, in the manner following, (that is to say)

Purchase Money of Leaseholds advanced by a Third Person.

And deliver up the securities.

Covenant by vendor that the lease is valid.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

that [for and notwithstanding any act, deed, matter or thing whatsoever, by the said (*vendor*) made, done, committed, executed, or knowingly occasioned, suffered, or omitted to the contrary (1),] the said hereinbefore in part recited indenture of lease, mentioned to bear date the day of is at the time of the sealing and delivery of these presents, a good, valid, and effectual lease both at law and in equity, of and for the premises thereby expressed to be demised, and hereby assigned, or otherwise assured or intended so to be, and that the same and the term of years therein mentioned to be granted, and each of them, is in full effect, and in no wise forfeited, surrendered, assigned, determined, or become void or voidable, or otherwise prejudicially affected in any manner howsoever. AND also that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (*vendor*) now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, assign, transfer, and assure the said messuages or tenements, pieces or parcels of ground, and all and singular other the premises hereinbefore assigned, or expressed or intended so to be, and every part and parcel thereof, with their respective rights, members, easements, and appurtenances unto the said (*mortgagee*) his executors, administrators, and

That the vendor has right to assign.

Vendor an assignee.

(1) If the vendor be an assignee only of the premises, see *ante*, p. 137. notes.

Purchase Money of Leaseholds advanced by a Third Person.

assigns, for and during all the residue or remainder which is now to come and unexpired by computation of time, of or in the said term or period of years, so thereof granted as aforesaid, in the manner aforesaid, and according to the true intent and meaning of these presents. AND further, that immediately upon the execution of these presents, and from time to time, and at all times thereafter, during the residue or remainder which is now to come and unexpired of or in the said term or period of years, by the said in part recited indenture of lease expressed to be granted as aforesaid, all and singular the messuages or tenements, and other the premises hereby assigned, or mentioned or intended so to be, with their and every of their appurtenances, shall and lawfully and rightfully may be entered upon, had, holden, and enjoyed, and the rents, issues, and profits thereof be received and taken, according to the purpose and true intent and meaning of these presents, without any manner of hindrance, molestation, disturbance, interruption, claim, or demand whatsoever, by or from the said (*vendor*) his executors or administrators, or any or either of them, or any person or persons now or hereafter rightfully claiming or possessing, either at law or in equity, any estate, right, title, charge, or interest, in, to, out of, or upon the said premises, or any part thereof, by, from, under, or in trust for him, them, or any or either of them, or by or through his, their, or any or either of their acts, deeds, defaults, means, procurement, consent, or privity,

That the purchaser shall quietly enjoy.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

(other than any person or persons claiming or entitled under or by virtue of any leases, or agreements for leases, of which counterparts have been produced, unto the said *(purchaser)* and *(mortgagee)* their counsel or solicitors, at or before the sealing and delivery of these presents, as to and in respect of their respective estates and interests, under or by virtue of the same.) AND that free and clear, and clearly and absolutely acquitted, exonerated, and discharged, or otherwise, by and at the expense of the said (*vendor*), his executors or administrators, well and effectually protected, defended, kept harmless and indemnified, from and against all and all manner of former and other assignments, [gifts, grants, bargains and sales, mortgages, wills, conveyances, surrenders, assurances, rents, taxes, arrears of rents and taxes, statutes, judgments, recognizances, extents, executions, forfeitures, re-entry, and cause and causes of forfeiture or re-entry, jointures, legacies,] estates, rights, titles, trusts, interests, charges, and incumbrances whatsoever, which at any time heretofore have been, or which at any time hereafter shall or may be made, committed, created, or knowingly occasioned or suffered, by the said (*vendor*) [or the said (*former purchaser*)] or any person or persons now or hereafter lawfully or equitably and rightfully claiming or possessing any estate, right, title, or interest, by, from, under, or in trust for him, them, or any or either of them, (save and except the rent or rents, in and by the said hereinbefore in part recited indenture of lease

Free from incumbrances.

Purchase Money of Leaseholds advanced by a Third Person.

reserved or made payable from and after the day of last past, and the covenants and agreements therein contained, which on the part of the tenant, lessee, or assignee of the said premises, are from henceforth to be performed or observed during the now residue of the said term of years; and save also and except such leases or agreements for leases as aforesaid, and the estates or interests now subsisting, under or by virtue of the same respectively.) AND moreover, that he the said (*vendor*), his executors and administrators, and all and every person or persons whomsoever, now or hereafter lawfully claiming or possessing any legal or equitable estate, right, title, trust, or interest, in, to, out of, upon, or respecting the said messuages or tenements, pieces or parcels of ground, and other the premises hereinbefore assigned, or mentioned or intended so to be, (other than persons claiming and entitled under or by virtue of such leases or agreements for leases as aforesaid, so far as concerns their respective estates and interests, under or by virtue of the same,) shall and will from time to time, and at all times hereafter, before the expiration of the said term of years, upon every lawful and reasonable request, and at the costs and expense of the said (*purchaser*), his executors, administrators, or assigns, or of the said (*mortgagee*) his executors, administrators, or assigns, make, do, execute, and perfect, [or cause and procure to be made, done, executed, and perfected,] all and every such further and other lawful and reasonable acts,

Covenant for further assurance.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

deeds, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely or satisfactorily assigning, confirming, and assuring all and singular the same messuages, tenements, and premises, with their respective appurtenances, unto the said (*purchaser*) his executors, administrators, or assigns, for all the residue and remainder which shall be then to come and unexpired of the said term, as he the said (*purchaser*) his executors, administrators, or assigns, or the said (*mortgagee*) his executors, administrators, or assigns, or his or their counsel in the law, shall lawfully and reasonably advise and require; [so that such further assurance or assurances, or any of them, do not contain nor imply any further or more general covenants on the part of the person or persons who shall be required to make or execute the same, than for or against the acts, deeds, omissions, or defaults of him, her, or them, and of his, her, or their lessors or assignors, or executors and administrators, and so that the person or persons who shall be required to make or execute the same, be not obliged to go from his, her, or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid, tendered, or secured to him, her, or them, for or in respect of his, her, or their time, trouble, and expenses; which said acts, deeds, and assurances, shall (unless otherwise declared or expressed) be and enure in corroboration of these presents, and of the estate and interest hereby, or mentioned or intended to be hereby

assigned or otherwise assured.] AND in consideration of the premises aforesaid, the said (*purchaser*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*vendor*) his executors and administrators, in manner following, (that is to say) that he the said (*purchaser*) his executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter during the residue and remainder which is now to come and unexpired of the said term or period of years, (or during such part or portion thereof, as he or they shall or lawfully may have and enjoy peaceable and quiet possession, under or by virtue of these presents, of the messuages, ground, and premises expressed to be hereby assigned, according to the true intent and meaning hereof, against the said (*vendor*) his executors and administrators, and all and every person and persons rightfully claiming from or under or in trust for him or them (as aforesaid,) well and truly pay or cause to be paid the said yearly rent of £ in and by the said hereinbefore in part recited indenture of lease reserved, at such times and in such manner as the same is thereby reserved and made payable; and also well and truly pay and satisfy all rates, taxes, duties, and assessments chargeable upon or payable for or in respect of the said premises by the tenant, lessee, assignee, or occupier thereof, from and after the said day of now last past, and also observe and perform all and every the covenants,

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

Covenant by purchaser to pay rent, &c.

And taxes.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

provisoes, clauses, conditions, and agreements, which from henceforth during the same term or period, on his or their part or behalf are or ought to be performed and observed, for or in respect thereof, or of any part thereof, and shall and will from time to time, and at all times hereafter, protect, defend, keep harmless, and indemnified the said (*vendor*) his executors and administrators, and his and their lands and tenements, goods, chattels, and effects, from and against the same rents, covenants, and agreements, and of and from all actions, suits, costs, damages, and expenses whatsoever, which he, they, or any or either of them, shall or may pay or sustain, or which shall or may arise or be occasioned by the non-payment, non-performance, or non-observance thereof respectively, or of any of them. AND the said (*purchaser*) for himself, his heirs, executors, and administrators, and for each of them, doth hereby covenant, promise, and agree with and to the said (*mortgagee*) his executors, administrators, and assigns, in the manner following, (that is to say) that he the said (*purchaser*) his executors or administrators, [or some or one of them,] shall and will well and truly pay, or cause to be paid unto the said (*mortgagee*) his executors, administrators, and assigns, the said principal sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland, called England, with interest for the same, after the rate of £5 of like lawful money for every £100 by the year, at and upon

Covenant by the purchaser for payment of the money borrowed.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

the days and times, and in the manner hereinbefore appointed for payment of the same respectively, and according to the true intent and meaning of this same proviso, and of these presents; and also shall and will in the mean time, and until full payment and satisfaction thereof, well and truly pay, discharge, and satisfy all and all manner of rents, taxes, rates, duties, and assessments whatsoever, which now are, or at any time or times hereafter shall or may be imposed or charged upon, or payable in respect of the messuages, or tenements and premises hereby assigned, or intended so to be, or any part thereof, under or by virtue of the said in part recited indenture of lease or otherwise howsoever, [or upon the said sum of £ or the interest thereof, or upon the said (*mortgagee*) his executors, administrators, or assigns, in respect of the said premises, or any of them, by authority of parliament, or otherwise howsoever, and whether such rents, taxes, rates, and assessments shall be in the nature of those now in being or not,] and shall and will protect, save harmless, and keep indemnified the said (*mortgagee*) his executors and administrators, of, from, and against the same, respectively, and all penalties, forfeitures, losses, and expenses, which shall or may be incurred or arise by reason of the non-payment thereof, or any of them (1). AND FURTHER, that in case default shall

And rent and taxes in the mean time.

In default thereof mortgagee to enter and enjoy the premises.

Insurance.

(1) If the mortgagor is to insure against fire, see *ante*, Vol. II. No. LI. p. 408.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

happen to be made in payment of the said sum of £ or of the interest thereof, or of any part of the same respectively, contrary to the true intent and meaning of the proviso and covenant hereinbefore contained for payment thereof, then and from thenceforth he the said (*mortgagee*) his executors, administrators, and assigns, shall or lawfully may peaceably and quietly enter into, and upon and hold and enjoy the said premises, and take and retain the rents, issues, and profits thereof, during such remainder of the said term, to and for his and their own use, without any molestation or interruption whatsoever of or by the said (*purchaser*) his executors or administrators, or other person whomsoever, and that free from all former and other estates, titles, charges, liens, and incumbrances whatsoever, by him, them, or any or either of them, created, occasioned, or knowingly suffered, (the aforesaid rents and covenants only excepted.)

Covenant by purchaser for further assurance after default.

AND moreover, that he the said (*purchaser*) and all persons now or hereafter during the said term, having or rightfully claiming any estate, title, trust, charge, or interest, in, to, upon or respecting the said messuages, ground, and premises, or any part thereof, shall and will during the continuance of the said term, at any time and from time to time after such default (if any) shall be so made as aforesaid, upon the reasonable request of the said (*mortgagee*) his executors, administrators, or assigns, but at the expense of the said (*purchaser*) his executors, administrators, or assigns, make, do, sign, seal, deliver, and perfect, all and every such further acts, deeds, assignments, and assu-

Purchase Money of Leaseholds advanced by a Third Person.

ances in the law whatsoever, for the better, more absolutely or satisfactorily assigning and assuring the same premises, unto or for the benefit of the said (*mortgagee*) his executors, administrators, or assigns, for the remainder which shall be then to come of the said term, absolutely freed and discharged of and from the proviso, condition, or agreement hereinbefore contained for redemption and re-conveyance of the said premises, and all other right and equity of redemption whatsoever, or so far as the rules of law and equity will permit, in such manner and form as by him or them, or his or their counsel in the law, shall be reasonably advised and required. PROVIDED always nevertheless, and it is hereby further declared and agreed by and between the said (*purchaser*) and (*mortgagee*) that until default shall be made in payment of the said principal sum of £ or some part thereof, or of the interest thereof, at or upon the days or times, or in the manner hereinbefore appointed for payment of the same respectively, he the said (*purchaser*) his executors, administrators, and assigns, shall or lawfully may peaceably and quietly have, hold, occupy, possess, and enjoy, all and singular the messuages or tenements and premises hereby assigned, or otherwise assured, or intended so to be, and receive and take the rents, issues, and profits thereof, to and for his and their own proper use and benefit, without any hindrance, interruption, disturbance, claim, or demand whatsoever, from, or by the said (*mortgagee*) his executors, administrators, or assigns, or any

Proviso that purchaser may enjoy till default in payment.

PURCHASES.

Purchase Money of Leaseholds advanced by a Third Person.

person or persons whomsoever, lawfully or rightfully claiming or possessing any estate, right, title, or interest, either at law or in equity, from, through, under, or in trust for him or them (1). IN WITNESS, &c.

Production of lease.

(1) If a small part only of the demised premises be sold to the present purchaser, and the lease be not delivered to him, add a covenant from the vendor for the production of it, as *ante*, No. LXX. p. 160.

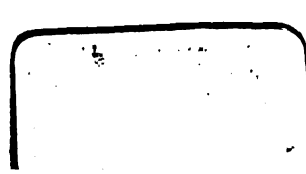
And where the lease is delivered to him, as the purchaser of the largest lot (the sale being by auction) and he is to covenant with the smaller purchasers for its production, see such covenant, INDEX *voce* DEEDS.

Fixtures, &c.

If fixtures, &c. be included in the purchase, see variations subjoined to No. LXX. p. 155.

Policy of insurance.

If a policy of assurance be assigned, see *ibid.* p. 158.

END OF VOL. III.

LONDON:
PRINTED BY THOMAS DAVISON, WHITEFRIARS.